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CURRENT TOPICS.

WE LEARN that Mr. Justice KAY's illness is largely due to sleeplessness, and it is not expected that he will be able to resume his duties until after Easter. Meantime Mr. Justice KEKEWICH will undertake his principal interlocutory business on three days each week, continuing the hearing of his own list on the other three days.

ON THURSDAY last an action which had been set down for hearing by Mr. Justice NORTH as a short cause was in the paper for judgment. His lordship said that the case was a very complicated one, and ought not to have been certified as fit to be heard as a short cause. In future, if a case which was not proper to be heard as a short cause was set down for hearing in that way, he should order the party who set it down to pay the costs of the day.

A SUPPLEMENT to the *London Gazette* of Tuesday last contains a list of the dormant funds in the hands of the Paymaster-General. It occupies 186 pages of print, as compared with 141 pages which were filled by the last published list, five years ago. Almost the whole of these funds appertain to the Chancery Division, only three pages being taken up with funds belonging to other divisions of the High Court. As on the occasion of former issues, the public are cautioned against relying on any information as to these funds other than that derived from official sources.

WE ARE GLAD to hear that measures have been taken to prevent a recurrence of the distressing scene which occurred in the Royal Courts, on the sudden illness of a learned counsel, to which we recently referred (*ante*, p. 263). The matter was taken up by the Attorney-General and several legal members of the House of Commons, and it is now understood that a room in the court corridor has been set apart, which will be at the service of anyone taken suddenly ill in the building. This room will be simply furnished with the few articles of furniture absolutely indispensable, and will also contain a small supply of such drugs and appliances as are required in urgent cases. Provision will also, it is understood, be made for payment of the fees of any medical man attending patients who are not in a position to defray them.

WE ALL KNOW by this time that for authentic information as to the Land Transfer Bill we must look to the meetings of the Building Societies Association. The chairman of this body was reported in November last as having been enabled by the "highest authority" to announce at that early date the intentions of the Government with regard to the Bill. And is not this Building Societies Association the chief stay, support, and solace of the promoters of the Bill in its compulsory form? Did not an able

and learned official of the Land Registry lecture to this association on the facilities afforded for immediate registration of title to land under the Land Registry Rules, 1889; and did not the faithful association forthwith circulate "a *verbatim* report" of this lecture "among the leading societies *whether in union with this association or not*"?—a passage from a summary in one of the daily journals of the report read at the recent meeting, which clearly indicates that there must be leading building societies not in union with the association. And did not the able and learned official aforesaid address the meeting of the association which received the above-mentioned important disclosure of the decision of the Cabinet; and did not the meeting (after considerable difference of opinion) pass resolutions furnishing the Lord Chancellor with instructions as to the form which the Bill ought to take? With what agonized feelings, therefore, must the association have regarded the prolonged delay which has occurred in the introduction of their favourite measure? Week after week elapsing and no Bill! And no word of comfort, or explanation from the "highest authority" of the reason for this delay! At last, as we gather from a report in the *Daily News*, Mr. HIGHAM (a leading member of the association), on the eve of the annual meeting of the association, on Friday, the 7th inst., hied him to the Lord Chancellor's secretary. A sad descent this, doubtless, from "the highest authority" voluntarily confiding the decisions of the Government; but still, what was to be done? Here were the members of this important association coming together, breathless with impatience to learn the intentions of the Cabinet: were they to have no news? Was there no intelligence of the speedy introduction of the blessed Bill? No excuse for the disappointing delay? The answer which Mr. HIGHAM received was, according to the above-mentioned report, stated by him, as chairman, to the meeting as follows:—

"The question of land registry was still hanging fire. The Bill was ready to be introduced by the Lord Chancellor, but the Lord Chancellor's secretary (whom he had seen that afternoon) *was unable to name any definite time when the Bill would be introduced*. The Lord Chancellor, however, was sanguine of passing the Bill through the *House of Lords* this session."

AN IMPORTANT DECISION has been given by the Court of Appeal in the case of *Clegg* v. *Hands* (reported elsewhere) with reference to the effect of covenants binding the lessees of public-houses to sell only beer purchased from the lessor's brewery. That such covenants are valid there is, of course, no doubt, and they were expressly recognized in *Luker* v. *Dennis* (L. R. 1 Ch. 227), which, fortunately both for the publican and the public, decided at the same time that they were subject to an implied obligation on the part of the brewer to supply good marketable beer. But it has not been decided previously that they are quite independent of the lessor or his assigns carrying on business at the brewery which both parties had in contemplation when the covenant was entered into. The case most in point seems to be that of *Doe d. Calvert* v. *Reid* (10 B. & C. 849), where the covenant was to take beer from the lessors and their successors "in their late or present trade as brewers." Upon a sale of their business by the lessors the purchasers removed the plant to another brewery two miles away, and it was held that this was a determination of the trade which disentitled them to take advantage of the covenant. In the present case nothing was said in the covenant about successors in trade, but taking it in connection with the clause defining the meaning of "lessors," and according to the construction adopted by the court, it must be considered to have been made with the lessors and their assigns generally. In other words, the persons who were, by the terms of the covenant, intended upon an assignment to have the advantage of it would naturally, if it were capable of running with the land at all, take the benefit of it under the Conveyancing Act, 1882, s. 10 (1), as incident to their reversionary estate. It is not quite clear why reference was made in the judgment to *Tulk* v. *Moxhay* (2 Phil. 774), as that case refers only to the burden of a covenant upon an assignment by the covenantor, and has apparently nothing to do with the present case. The real point, indeed, seems to be whether the covenant is not bound up as well with the retention of the brewery by the lessors and their assigns as with the occupation of the public-house, and on this there is a want of authority, although the judgment in *Doe* v. *Reid* looks as if the judges in that case might not have been indisposed to take such a view. The only decision at all analogous seems to be *Vyvyan* v. *Arthur* (1 B. & C. 415), where there was a covenant by the lessee to grind at the lessor's mill all the corn growing upon the land demised, and although it was held that the benefit of this ran with land so long as the mill remained the property of the reversioner, yet it was intimated that such might not be the case if the two properties ceased to be in the same ownership. The importance of the matter to retailers of beer might perhaps justify a more careful consideration of this point than it appears to have received.

WE COMMENTED last week on Mr. Justice KAY's decision in the case of *The Bristol, Cardiff, and Swansea Aerated Bread Co.* v. *Maggs* (reported elsewhere) as being a useful illustration of the law as to the value of contracts for the sale of a goodwill, but, as we then indicated, the question at issue was whether any contract was concluded between the parties which they could ask the court to enforce. In preparing the agreement the solicitors inserted various terms which were admittedly formal, but the plaintiff's solicitor also wished to insert a clause preventing the defendant from carrying on business within five miles; and this was held to be an attempt to obtain an important concession from the vendor, and to be evidence that the contract was not looked upon, by the plaintiff at any rate, as completed. The real difficulty in the case was this. The House of Lords laid down in *Hussey* v. *Horne Payne* (27 W. R. 585, 4 App. Cas. 311) that, where the court has to find a contract in a correspondence, the whole of that which has passed between the parties must be taken into consideration. In that case a contract was set up contained in two letters, an offer and an acceptance, "subject to the title being approved by our solicitors." The Court of Appeal had held, on the ground that this proviso constituted a new term, that there was no binding contract. Lord CAIRNS, however, in the House of Lords, went on the broad rule that "it is one of the first principles applicable to a case of the kind that, where you have to find your contract, or your note or memorandum of the terms of the contract, in letters, you must take into consideration the whole of the correspondence which has passed," and Lord SELBORNE and Lord GORDON concurred. Then came the recent case of *Bolton Partners* v. *Lambert* (37 W. R. 434, 41 Ch. D. 295), in which a contract contained in two letters, although followed by subsequent communications, was supported by the Court of Appeal; and COTTON, L.J., said that the judgment of Lord CAIRNS in *Hussey* v. *Horne Payne* proceeded on the circumstance that the two original letters in that case themselves contained terms which raised a doubt whether there was a concluded contract. In the recent case Mr. Justice KAY was called upon to decide whether he was bound to follow the House of Lords, and look at the whole of the correspondence, or whether he could accept the distinction drawn by the Court of Appeal, and draw a line across the communications at the close of the first two letters. Under the circumstances the learned judge said that, with deference, he did not consider the criticism of the Court of Appeal on Lord CAIRNS' judgment a fair criticism. It seemed to him that the rule had been laid down broadly, and that he was bound to look at the whole of the correspondence; and he decided that there was no completed contract, on the ground that, although the two letters would by themselves have been evidence of a complete contract, yet the plaintiffs had themselves shewn that the agreement was not complete by stipulating afterwards for an important additional term. We understand that the case is likely to go further, so that the question of proving a contract by correspondence can hardly be regarded as settled.

ON WEDNESDAY the Court of Appeal No. 2, in a case of *Re Baker* (reported elsewhere), affirmed the view already taken by Mr. Justice PEARSON in *Higgs* v. *Weaver* (29 SOLICITORS' JOURNAL, 356, 29 Ch. D. 256), and by Mr. Justice STIRLING in *Re York* (31 SOLICITORS' JOURNAL, 394, 36 Ch. D. 233), that the power given to the court by sub-section 4 of section 125 of the Bankruptcy Act, 1883, to transfer the proceedings in an action for the administration of the estate of a deceased insolvent debtor to the Court of Bankruptcy, is a discretionary power, not an imperative one. It will be remembered that sub-section 1 of section 125 provides that any creditor of a deceased debtor whose debt amounts to £50 may petition the Court of Bankruptcy for an order for the administration of the estate of the deceased according to the law of bankruptcy. And, by sub-section 2, upon the prescribed notice being

given to the personal representative of the deceased, the court may, upon proof of the petitioner's debt, unless it is satisfied that there is a reasonable probability that the estate will be solvent, make an order for the administration of the estate in bankruptcy. And sub-section 4 provides that such a petition shall not be presented "after proceedings have been commenced in any court of justice for the administration of the deceased debtor's estate, but that court *may* in such case, on the application of any creditor, and on proof that the estate is insufficient to pay its debts, transfer the proceedings to the court exercising jurisdiction in bankruptcy," which court may thereupon make an administration order, and the like consequences are to ensue as under an administration order made on a creditor's petition. In *Re Baker* an originating summons was taken out in the Chancery Division by a creditor for the administration of the estate of a testator. The summons was issued immediately after probate of the will had been granted. A few days after, another creditor took out a summons for the transfer of the proceedings to the county court exercising jurisdiction in bankruptcy in the district in which the testator had resided. The two summonses were heard together by Mr. Justice CHITTY. There was evidence that the estate was insolvent. It was alleged that the debt of the plaintiff in the administration summons was barred by the Statute of Limitations. The executor had not, however, pleaded the statute. It was also alleged that a debt was due to the executor himself, and that, if the administration took place in chancery, the executor would be able to obtain a preference by exercising his legal right of retainer. Mr. Justice CHITTY refused to transfer the proceedings to the county court, and he made an order for administration. The Court of Appeal affirmed the decision. It was urged on behalf of the appellant that, though the power of transfer conferred by sub-section 4 is expressed by the word "may," the exercise of it is really imperative in the case of an insolvent estate, for otherwise the mode of administration of an insolvent estate would depend on the accident whether the first proceedings for administration were commenced by a creditor in the Chancery Division or in the Court of Bankruptcy. The object of section 125, it was said, was to insure equality in the distribution among creditors of the assets of a deceased insolvent. The court, however, held that the mere fact that the mode of administration in bankruptcy might be more advantageous for the creditors in general was not a sufficient reason for exercising the power of transfer, which was clearly discretionary. If the Legislature had intended that, in the case of every insolvent estate, the executor's legal right of retainer should be abolished, or that an executor should always be bound to plead the Statute of Limitations, they could, and no doubt would, have said so expressly. It might be anomalous that two different modes of administration should coexist, but that was a matter for the Legislature, not for the court, to deal with. It should be observed that, even when an administration order is made by the Court of Bankruptcy under section 125, all the consequences do not follow which would result from an adjudication of bankruptcy against a living debtor. For in *Re Gould* (31 SOLICITORS' JOURNAL, 479, 19 Q. B. D. 92), it was held by the Court of Appeal that the administration is limited strictly to the "property of the debtor," and does not extend to the property of other persons, which, under an adjudication of bankruptcy, would be administered as assets of the bankrupt. For instance, when an administration order is made under section 125, a voluntary settlement executed by the deceased insolvent cannot be avoided under the provisions of section 47 of the Bankruptcy Act, 1883. On the same principle it would follow that the doctrine of reputed ownership would not apply to such an administration.

THERE APPEAR to be two substantial distinctions between the case of *Re Bryant and Barningham* (reported elsewhere) and the cases where the court has decreed specific performance at the suit of vendors who, contracting under the belief that they could make a good title, afterwards found that they could not, but subsequently procured a good title (*Hoggart* v. *Scott*, 1 Russ. & My. 293; *Chamberlain* v. *Lee*, 10 Sim 444). In the first place, in the recent case the purchaser, on discovering that the vendors could not themselves make a title, at once repudiated the contract. In *Hoggart* v. *Scott*, where the sale was made under the mistaken notion that the vendors were the persons to exercise a power of sale, Sir JOHN LEACH, M.R., said "the defendant, if he had thought fit, might have declined the contract so soon as he discovered that the plaintiffs had no title; and he was not bound to wait until they had acquired a title; but he not having taken that course, it is enough that at the hearing a good title can be made." In the next place, in both the old cases referred to above, the vendors ultimately made a good title *in themselves;* while in the recent case they only shewed a title in another person who was willing to convey to the purchaser. The recent decision is deserving of notice because we have some reason to suppose that since the Settled Land Act came into operation the circumstances on which the decision was given have not very infrequently occurred. Trustees of a settled estate supposed that they could exercise a power of sale, but on investigation of the title it was discovered that the power of sale did not arise until the determination of an existing life estate. The vendors thereupon offered to procure a conveyance from the tenant for life under the Settled Land Act, but the purchaser declined to accept this, and at once repudiated his contract. This the Court of Appeal held he was entitled to do; he could not be forced to accept anything but a good title in the trustees who had contracted to sell to him.

THE CONFERENCE ON THE LAND TRANSFER BILL.

THE conference between the Land Transfer Committee of the Incorporated Law Society and representatives of the provincial law societies upon the steps to be taken in opposition to this measure, if introduced upon the same lines as the Bill of last year, was held at the Hall of the Incorporated Law Society on Friday, the 7th inst. It was very numerously attended, few, if any, of the provincial law societies being unrepresented. The president, Mr. GRINHAM KEEN, was in the chair, and the proceedings were very unanimous.

The instructions to the local committees and a form of memorial to peers and members of Parliament were settled, and arrangements made to complete the requisite organization, so that it might be brought into action as soon as the Bill had been introduced and its provisions considered. There was the strongest determination manifested to resist to the utmost any provision for compulsion in the first instance, but there was also a very generally-felt regret that such opposition should be rendered necessary, and a hope that the Lord Chancellor would see the justice of the objections raised to the compulsory nature of the measure, and would, by making it voluntary and tentative in the first instance, enable solicitors to assist, instead of opposing, the Bill.

The Bill, whatever its provisions, will, no doubt, require very careful consideration in practical details, but the main objections in principle, assuming always that the Bill of last year is to be the basis of that referred to in the Queen's Speech, are three—

1. That registration is to be compulsory, without any experience of the working of the proposed system, or any evidence that it will be more economical or convenient than the system now in use.
2. That the Bill is only a skeleton measure, to be completed and worked by rules which the Lord Chancellor is empowered to issue from time to time on his own sole authority.
3. That the Bill would establish a system extending over the whole of England and Wales, with an army of officials to carry it into execution, for none of whom is any special qualification prescribed.

The first and most important of the objections is very fully considered in the proposed memorial, which points out that registration without investigation and with a possessory title only (which is the only form in which registration can be imposed by compulsion), will not render unnecessary investigations of title on changes of ownership, and will, therefore, be practically useless; that no registry or other public office will be competent to deal efficiently with the enormous mass of business relating to land which takes place daily, much of which is urgent in point of time, and that delays and arrears of business must necessarily arise in the registry, to the great inconvenience of all dealers in land; and that registration, if successful, can benefit only those landowners who wish to deal with their land, and will throw upon the landowner or his successor, although he do not desire to sell or to mortgage, but simply to maintain his estate, considerable expense and trouble,

from which he will derive no benefit. Lord WESTBURY and Lord CAIRNS successively considered the expediency of compulsory registration, and abandoned it as impracticable, and recent legislation has so simplified and expedited conveyancing, increased the powers of sale by limited owners, and fixed the legal costs of transfer as to remove all cause for a revolution such as is proposed in the system of dealings with land. If the new system be voluntary and prove economical and convenient, landowners and the public will readily adopt it; whereas, if it be made compulsory in the first instance, and prove costly and inefficient, great mischief will have been done, and the country will have been saddled with a costly and, on the hypothesis, needless staff of officials. Moreover, the effect of making the proposed system compulsory in the first instance will be to throw upon the present body of landowners, or their immediate successors, the whole cost of establishing and interpreting by legal decisions a new and hitherto untried system. While if, after experience of its working, Parliament is satisfied of the advantages of the new system, it will be easy to make it compulsory if such a step be found desirable.

The second objection applies to much of the legislation of the last few years, which has proved anything but successful. It is true that the rules must be laid before Parliament, but they can only be accepted or rejected as a whole, so that Parliament would not have power to object to any particular rule, however inconvenient or objectionable. That there is no necessity for so limited a power of objection is shewn by the provision in the Public Trustee Bill of this year, which authorizes Parliament to annul *any* particular rule; and in a measure like the Land Transfer Bill, details such as the number and extent of districts, the relative positions of metropolitan and provincial registry offices, the mode in which, and the persons by whom, the land business of the country is to be conducted, are of vital importance to landowners and the public, by whom any inconvenience and additional cost will have to be borne. These details ought certainly to be considered and decided by Parliament, and not by any official, however exalted, on his own authority. The operation of rules should be confined to matters of simple administration, and should be issued by an authority including persons conversant with dealings with real property.

A conference will be held on the 25th inst. between the Land Transfer Committee and solicitors who are prepared to organize and serve on committees in the metropolitan constituencies, and when the Bill has been introduced, a second conference with representatives of the provincial law societies will be convened to consider its provisions in detail.

LOST WILLS.

THE case of *Harris* v. *Knight*, in which a majority of the Court of Appeal (LINDLEY and LOPES, L.JJ., COTTON, L.J., *diss.*) have just affirmed the decision of Mr. Justice BUTT, appears to be as important with regard to the proof of due execution of a lost will as the celebrated case of *Sugden* v. *Lord St. Leonards* (24 W. R. 860, 1 P. D. 154) was with regard to its contents. As to the possibility of obtaining probate of a lost will at all there seems never to have been any doubt until the case of *Wharram* v. *Wharram* (3 Sw. & Tr. 301) in 1864, and it is expressly recognized by SWINBURNE in his treatise on Wills published in 1590 (ed. 1803, ii., 817). He requires, however, a certainty of evidence which it is rarely possible to obtain, and which, in practice, has not been insisted upon—namely, the testimony of two unimpeachable witnesses who have actually read the will, together with other corroborating circumstances.

The reported cases on the subject are not numerous, though quite sufficient to shew the readiness of the courts to intervene and carry out the testator's intentions. An early one is that of *Trevelyan* v. *Trevelyan* (1 Phil. Ecc. Rep. 149) in 1810, where two friends, Mr. GORDON and Mr. TREVELYAN, agreed in a jocular manner, during an after-dinner sitting, to provide for a common godson. The former was to contribute £1,000, and the latter to leave to him his real property. A will was immediately written out by Mr. GORDON, and after being duly executed by Mr. TREVELYAN, was retained by his friend. Next day, however, thinking the joke had been carried far enough, he destroyed it, but no further communication passed between him and the testator, who appears to have regarded the matter in a more serious light; and on his death-bed referred to the will as still existing. Under these circumstances, sufficient proof being forthcoming of its execution and its contents, it was without hesitation admitted to probate. A very clear case, too, was that of *Re Gardner* (1 Sw. & Tr. 109). Captain GARDNER made his will at Cawnpore in 1855. In 1857, when the mutiny broke out, he was at Delhi with his wife and two children, and, upon their escaping from that city, they had to leave all their property behind them, including the writing case in which the will was deposited. This was never recovered, and Captain GARDNER died a few weeks afterwards. A joint affidavit of the widow and of one of the attesting witnesses established its due execution and its contents, and probate was granted accordingly.

Shortly before this it had been decided by the Queen's Bench in *Brown* v. *Brown* (8 E. & B. 876) that a lost will was to be treated in the same manner as any other lost instrument, and that parol evidence might be given of its contents. In that case an earlier will was in existence, but the dispositions of the lost will, if the evidence was sufficient to establish them, would be effectual to revoke it. In the result the contents of the lost will were held to be proved by the testimony of the solicitor who prepared it, and the first will was therefore revoked. But as the circumstances of the disappearance of the second will were such as to lead to the presumption that it had been destroyed, with the intention of cancelling it, this too was gone, and under the consequent intestacy real estate to the value of some £40,000 passed to the heir-at-law. In *Wharram* v. *Wharram* (*suprà*) Lord PENZANCE expressed his alarm at this result, and raised the question whether, since the Wills Act, the will must not be proved by the duly executed written document itself. For this doubt, however, there was no real foundation, as all that the Act requires is that the will shall be duly made and executed, and there is no reason why, when this has been done, evidence of the fact should not be admitted. In *Sugden* v. *Lord St. Leonards* (*suprà*) accordingly, the authority of *Brown* v. *Brown* was acknowledged, and it was recognized, both by Sir J. HANNEN (1 P. D., at p. 176) and, in the Court of Appeal, by the late Master of the Rolls (*ibid.*, at p. 238), that a lost will might be proved by secondary evidence in the same manner as any other lost document.

Lord St. Leonards' case also established the important doctrine that declarations made by the testator, even after the date of the will, are admissible as secondary evidence of its contents. An opposite view had produced a very harsh result in *Quick* v. *Quick* (12 W. R. 1119, 3 Sw. & Tr. 442). There the testator executed his will immediately after his marriage, and, on the same or the following day, informed his wife that it was entirely in her favour. Shortly before his death it was missing, but he refused to believe that it could be lost, and repeated what he had said as to its contents. After his death it was still missing, and, upon the application for probate, a convict, undergoing fifteen years' penal servitude for burglary, gave evidence to the effect that he and a comrade had broken into the house of the deceased, had found the will in a dressing-case, and had burnt it. It was held, nevertheless, that the evidence afforded by the testator's declarations, made after the execution of the will, was mere hearsay, and could not be admitted, and, as nothing was then left to prove the contents, probate of the will was refused. This ruling was in accordance with the earlier decision in *Doe d Shallcross* v. *Palmer* (16 Q. B. 747), where it was held that, though declarations made before the will were evidence of an intention that might be presumed to have been subsequently carried out, yet it was otherwise with regard to declarations made after its execution, and that these were admissible neither as to the fact of due execution nor as to the contents. The distinction, however, is obviously very unsound. In each case the evidence is hearsay, but if, in spite of this, it is to be admitted at all, there appears to be more reason to rely upon what a testator states that he has done, than upon what he merely states that he intends to do. Upon this view it was held in *Sugden* v. *Lord St. Leonards*, overruling *Doe* v. *Palmer*, that the distinction does not in fact exist, and that declarations by the testator, whether made before or after the execution of the will, are equally receivable in evidence.

Such being the state of the law as to admitting to probate lost wills, and as to the means of proving their contents, it remains to consider the evidence that must be given of their due

execution, and, as we have just been dealing with declarations by the testator, it may be convenient to remark at once that they are not admissible for this purpose (*Re Ripley*, 1 Sw. & Tr. 68). From what was said in *Doe* v. *Palmer* (*suprà*), it might be supposed, indeed, that, although a declaration after the will was useless, yet a declaration made by the testator that he was about to execute his will might raise a presumption that this was actually forthwith done. In view, however, of the judgment of COCKBURN, C.J., in *Lord St. Leonards' case* (1 P. D., at p. 227), it is doubtful whether this contention could be supported, as he refused to allow any weight to a man's mere assertion when it was a question of compliance with statutory formalities. But with the main question of the amount of evidence necessary to establish due execution of a lost will it is impossible to deal without referring to the evidence required in the case of existing wills. Of course, where the signatures are duly present, and there is a proper attestation clause, the strongest possible presumption arises that the requirements of the law have been complied with, and it is immaterial that no positive affirmative evidence can be procured from the subscribing witnesses: *Blake* v. *Knight* (3 Curt. 547). And although, where their evidence is directly contrary, this presumption will be rebutted: *Croft* v. *Croft* (4 Sw. & Tr. 10), yet no such effect will be produced by the mere failure of memory of an attesting witness: *Vinnicombe* v. *Butler* (3 Sw. & Tr. 580), and the presumption will prevail over contrary evidence of a suspicious nature: *Wright* v. *Rogers* (1 P. & D. 678). So, too, it applies, although with less force, where the attestation clause exists, but is informal; and, whether the witnesses are dead: *Re Paddephett* (2 P. & D. 9), or are both living, but do not remember the observance of the formalities: *Re Jones* (46 L. J. N. S., P. M. & A. 80), the execution will be held good.

On the other hand, where there is no attestation clause at all, and the document has appended to it nothing but the names of the testator and of the witnesses, it might be supposed that further evidence would be required, and in *Roberts* v. *Phillips* (4 E. & B., at p. 457) it was said by Lord CAMPBELL, C.J., that in such a case satisfactory extrinsic evidence of due execution must be given. Several cases shew, however, that this is not so, and, in *Burgoyne* v. *Showler* (1 Rob. Ecc. Rep. 5), it was held that, where the witnesses were absent or dead, the mere fact of the signature of the testator and of the signatures of the witnesses occurring upon the will was sufficient to raise the presumption that the formalities had been observed. The presumption, moreover, even under such circumstances, is of so much force that it will prevail over slight evidence to the contrary, and this appears both from *Re Thomas* (1 Sw. & Tr. 255), where, there being three witnesses, and one certainly not being present with the other two, it was held that the presumption still existed that those other two were duly present at the execution; and from *Trott* v. *Skidmore* (2 Sw. & Tr. 12), where the names of the witnesses appeared to be written in different inks, and there was a discrepancy between the date at which the will was proved to have been written and that appended to the signatures. So, again, in *Cooper* v. *Beckett* (4 Moo. P. C. 419), the presumption, founded on mere signatures, that an educated man had observed the legal formalities was allowed to prevail over the opposite evidence of illiterate witnesses.

Considering the tendency of these cases, it is perhaps not difficult to understand the recent decision of the Court of Appeal in *Harris* v. *Knight*. When the will is in existence it is only necessary, in the absence of clear opposing testimony, to prove the signatures of the testator and the witnesses in order that the law may presume everything else, and, although the difficulty of proof may be increased, yet the same rule must clearly hold where the will has been lost. In the above case there were circumstances attendant on the dealings with the alleged will after the testator's death, and with its disappearance, which may have inclined the court to diminish somewhat the stringency of proof, but in substance the result seems merely an application of the rule thus suggested. There were undoubtedly three signatures to the document, purporting to be those of the testator and of two of his friends. The signatures of the testator and of one of the witnesses were proved, and, although as to the other there was no evidence, yet it was not difficult under the circumstances to assume that all three were genuine, and the result naturally followed. Although, then, it is easy to account for the misgivings of Lord Justice COTTON and his dissentient voice, and the decision is doubtless a remarkable one, it does not seem to be opposed to the view of the law as held by earlier judges, and merely shews once again that in favour of wills a very ready application is granted to the maxim *omnia præsumuntur rite esse acta*.

THE TITHE RENT-CHARGE RECOVERY AND REDEMPTION BILL, 1890.

I.

THE promised Tithe Bill, though no doubt to many a disappointing measure in what it has left undone, must be admitted by everyone to be an honest attempt to deal with the questions of recovery and redemption in a fair spirit, and in the main with a due regard to the present rights of the owner and payer of tithe rent-charge.

The objects of the Bill may be said to be three in number.

1. The substitution of a proceeding in the county court for distress as a remedy in case of non-payment of the rent-charge.

2. The substitution of the owner of the land for the occupier as the immediate payer of the rent-charge, and

3. The modification of the provisions relating to redemption.

(1.) At the present time a titheowner has two remedies for the recovery of unpaid rent-charge—

(1) He can distrain when the rent-charge is twenty-one days in arrear on
  (*a*) The lands subject to the rent-charge, or
  (*b*) Any part of those lands, or
  (*c*) Any other lands in the same parish occupied by the same occupier if he is also the owner or holds under the same landlord.

(2) He may, if the rent-charge is forty days in arrear, in default of a sufficient distress on the premises, after observing certain formalities, take possession of the land, and let or cultivate it for his own benefit—*i.e.*, he may satisfy his claim out of the current rents and profits.

The present Bill proposes to abolish these two remedies, and to substitute for them a proceeding in the county court.

Clause 1, sub-clause (1), provides that a person "*entitled to*" any sum on account of tithe rent-charge which is in arrear for three months, may, without limit as to amount, apply to the county court, which "*may* order that the said sum, or such part thereof as appears to the court to be due, be paid out of the rents and profits of the lands against which the order can be executed."

The first point to notice is the use of the word "entitled," which leads to some curious results. A man can only be "entitled" to what is due to him, though he may "claim to be entitled" to more, and therefore the "said sum" is what is actually due. What, therefore, can be the object of inserting the words following? Can they be intended to suggest the possibility that the court may find as a fact less to be due than what is really so? No doubt such a miscarriage may occasionally occur in practice, but this would be the first time that such a possibility has received legislative sanction, and it would hardly tend to increase the confidence of the public in the administration of justice. The only other possible construction is that the words refer to the power to remit conferred on the court by the next sub-clause. Of course the portion of rent-charge remitted is "due" until the remission, and if this is the construction intended it cannot be denied that the words are used in a very loose way. Again, if they refer to the power of remission, that power must have been exercised, and the remitted amount deducted, before the court has found the part of the sum which is due, and the question then arises what is the meaning of the word "may" in the phrase "may order that," &c. Is the word "may" to be interpreted as "shall," as is sometimes done by the courts in construing Acts of Parliament? If so, would it not be better to avoid the possibility of any question arising by using the word "shall," especially as it is used in the next sub-clause? Or is the word intended as permissive only? If so, what is the alternative? If the court does not make the order provided for, what else can it do? Is it also intended to refer to the power given by sub-clause (2)? If so, then the remission cannot have been made, as was suggested above, before the amount due was arrived at, and this construction would consequently make the use of the words there criticized inexplicable.

The remedy for all this doubt seems very simple. Let clause 1 read as at present with the insertion of the words "claiming to be" before the word "entitled," the alteration of the word "may" before "order" to "shall," and the insertion after the words "to be due" of the words "having regard to the subsequent provisions of this section."

Sub-clause (2) of clause 1 provides for the remission by the court of any excess in the amount payable for the year in rent-charge above the special rateable value of the land out of which it issues, and clause 2 provides for the ascertainment of such value. A tithepayer

may thus, apparently, after a bad year be able to get a reduction in his rent-charge payable for that year, but there is no power given to the titheowner, in the event of a large increase in the rateable value in the following year, to recover this amount; in fact it is expressly provided that it shall not be recoverable. This seems hardly fair on the titheowner; it seems a recognition, but a partial recognition only, of the principle that the amount of rent-charge payable should vary, as, of course, the value of the tithes originally did, with the value of the annual produce; and, further, it gives a legislative sanction to the proposition that the rent-charge should vary with the rentable value of the land, which is much the same thing, for that value must vary with the value of the land's produce.

The amount due having been found, and ordered to be paid out of the rents and profits of the lands against which the order can be executed, clause 3 provides what those lands are, and how the execution is to be enforced. And, first, the execution is to take effect, not against the goods of the tithepayer, but on the rents and profits of the lands out of which the rent-charge issues, and of any other lands of the same owner in the same parish which are occupied by the same occupier. This provision meets the great objection which was urged against the original proposal for a county court remedy, that it was substituting a remedy against the person for one against the land. It leaves the remedy practically against the same lands as are now liable. There is, however, an omission which deserves notice. Section 81 of the Act of 1836, which it is proposed to repeal, gives a right of distress upon the lands liable to the payment of the rent-charge "*or any part thereof.*" These words in italics are omitted from the present Bill. If they are omitted intentionally, and it is intended to provide that the whole or none of the land liable to the rent-charge shall be subject to and proceeded against under the execution, it would be as well to provide this in express terms. If omitted accidentally they should certainly be inserted, as otherwise an argument might well be founded on the absence from the present Bill of words included in the former provision (which must have been present to the mind of the draftsman, as it is repealed by him), that it was expressly intended to do away with the effect of those words.

Again it is provided that the order "*shall* [not "may"] be executed against those lands [*i.e.*, the lands out of which the rent-charge issues] *and* against any lands," &c. This enactment is imperative, and it seems that a receiver must be appointed of all the lands, and cannot be appointed of part only. It is needless to point out how this might in many cases operate hardly on both titheowner and landowner. Why should the titheowner be compelled to put a receiver in possession of the rents and profits of land out of which the rent-charge does not issue, when the land out of which it does issue is of itself capable of yielding ample rents and profits to at once satisfy the amount due to him? Probably the wording of this section is an oversight, and, if so, it can easily be remedied by the insertion after the words "such lands" of the words "or any part thereof."

Another point which deserves notice is this. Under the present law, if lands out of which tithe rent-charge issues have been washed away by the sea or otherwise destroyed by any natural calamity, the rent-charge issuing out of such lands becomes irrecoverable (section 85 of the Act of 1836). This proviso is not repeated in the Bill, but surely it should be.

The apportionment between two or more titheowners of any amount remitted under clause 1, where their rent-charges issue out of the same lands, is provided for by clause 4.

Clause 5, sub-clause (1), imposes the same limit of time for the recovery of rent-charge as that now in force—viz., two years.

Sub-clause (2) provides that nothing in the Bill shall alter the priority of any rent-charge in relation to any other charge or incumbrance on any lands.

Sub-clause (3) excepts from the provisions as to recovery—

(*a*) Rent-charge issuing out of any lands of a railway company,

(*b*) Rent-charge payable under section 19 of 23 & 24 Vict. c. 93 in respect of the tithes of any gated or stinted pasture by the person rated to the relief of the poor in respect of the gates or stints, and

(*c*) Any sum or rate payable for each head of cattle or stock turned out on land subject to common rights, or held or enjoyed in common, which is recoverable from the owner of the cattle or stock.

In these cases the remedy of the titheowner will be left as at present. It is noticeable that the case of Quakers is not one of the exceptions. Under previous Acts the goods of Quakers, like those of railway companies, were liable to distraint wherever found; under the present Bill this inequality happily disappears.

(2.) Clause 6, sub-clause (1), provides that the landowner shall pay the tithe rent-charge, notwithstanding any agreement between him and the occupier. It was always the intention of the Commutation Acts from the first that the landowner should pay the rent-charge, though the remedy was by distress on the goods of the occupier. In actual practice, however, the rent-charge has generally been paid by the occupier. It is proposed now to make the payment by the landowner compulsory, as has already been done in the case of extraordinary tithe rent-charge by the Act of 1886. To this it will doubtless be objected that it is an interference with the freedom of contract between the landowner and occupier, but when the question is rightly viewed, it seems to be rather a provision to prevent a debtor from forcing on his creditor another person to pay in his stead. The landowner is, under the Commutation Acts, the *quasi*-debtor of the amount of the rent-charge, and it is contrary to all principles of law that he should be entitled to substitute the occupier as the person liable. As to freedom of contract, there is nothing to prevent the landowner and occupier agreeing that the amount annually paid by the landowner in rent-charge shall be repaid to him by the occupier as extra rent, and this is expressly provided by sub-clause (2) in the case of subsisting agreements under which the occupier has contracted to pay the rent-charge.

Sub-clause (3) enables the occupier of lands who has paid any sum on account of rates on tithe rent-charge to deduct it from his rent, and the landlord may deduct it from the rent-charge payable by him. The deduction is not confined to the next payment on account of rent or rent-charge. This provision leaves untouched a blot which exists under the present system. Suppose a titheowning incumbent dies leaving arrears of rates unpaid. These arrears can be recovered by the overseers from the occupiers of the land, and they can deduct the amount so recovered from their rents. The landowner, in his turn, can deduct it from the rent-charge; but that rent-charge may belong, not to the deceased titheowner's estate, but to the new incumbent, who will thus be paying the rates due from his predecessor. There seems to be no way in which he can recover the amount from that predecessor's estate. This is no fanciful picture; an instance, involving peculiar hardship, having occurred quite recently within our own knowledge.

(3.) The arrangement of the various clauses and sub-clauses dealing with redemption is certainly peculiar, and its modification would conduce to elegance, if not to greater clearness. Clause 8 deals solely with the case of rent-charge under twenty shillings; then clause 9 commences by dealing, in sub-clause (1), with that of rent-charge over twenty shillings, and goes on, in sub-clauses (2) and (3), to make certain general provisions relating to all redemptions under the Bill, and, in sub-clause (4), provisions applying to redemptions generally. Why should these provisions come in sub-clauses of clause 9, instead of in a separate clause, which would more naturally follow the provisions in clause 12. The natural order would seem to be, first, to deal, in clause 8, with rent-charge under twenty shillings in ordinary cases; then, in clause 9, with rent-charge over twenty shillings in similar cases; then, in clause 10, with rent-charge on land divided so as to multiply its owners, now dealt with in clause 12. Then could follow the general provisions now contained in sub-clauses (2), (3), and (4) of clause 2, clauses 10, 11, 13, &c.

We shall consider next week the effect of the provisions as to redemption.

E. F. STUDD.

REVIEWS.

DIRECTORS AND OFFICERS OF JOINT-STOCK COMPANIES.

THE LAW OF DIRECTORS AND OFFICERS OF JOINT-STOCK COMPANIES; THEIR POWERS, DUTIES, AND LIABILITIES. By HENRY HURRELL and CLARENDON G. HYDE, Barristers-at-Law. SECOND EDITION. Waterlow & Sons (Limited).

This strikes us as an exceedingly useful digest. The authors set out concisely and clearly, in language which can be understood as well by the layman as the lawyer, the rules as to the powers, duties, and liabilities of officers of companies. The chapters relating to promoters and the prospectus are alone worth the price of the book to persons concerned in getting up companies. In the last-mentioned chapter, of course, the recent decision of the House of Lords in *Derry* v. *Peek* (38 W. R. 53) is prominently noticed, an extract being given from the judgment of Lord Herschell, and the effect of the decision being neatly summed up at page 50. We observe that in the chapter as to contracts in a prospectus the authors say, with regard to the usual waiver clause, that it is "very questionable whether any such stipulation is of any use"; they might have added a reference to the rather authoritative warning in the last edition of Lord Justice Lindley's book on company law, that the practice is of "very doubtful" validity.

LAW LISTS.

THE INCORPORATED LAW SOCIETY'S CALENDAR AND LAW DIRECTORY FOR THE YEAR 1890. Kelly & Co.

THE LAW LIST, 1890. Stevens & Sons.

We have only space this week to announce the publication of these annuals, on the contents of which we propose hereafter to make some comments

CORRESPONDENCE.

CHANGE OF SOLICITORS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Under the present rules, a solicitor who has declined to act further for his client in an action is liable to be served by the solicitors for the other parties concerned until his client chooses to give notice of change. If the papers served be of importance, the solicitor feels bound to send them on, and, of course, cannot expect his quondam client to pay his costs for so doing.

Under similar circumstances we issued a summons to take our name off the record, on which the enclosed order was made. We were informed, both by the clerks of the Central Office and the master, that there was no precedent for such an application; and therefore send you the original order, which has not been appealed from, thinking that other solicitors would be glad to know a way out of a difficulty frequently arising. WAKEFORD, MAY, & WOULFE.

67, Russell-square, London, March 7.

[The form of order which our correspondents have kindly enclosed is as follows:—

In the High Court of Justice—Queen's Bench Division.

1890, H, No. 2921.

Master Walton. Master in Chambers.

Between ——, plaintiff, and —— (sued as ——), defendant.

Upon hearing the plaintiff's solicitors, the defendant, and Messrs. Wakeford, May, & Woulfe, and upon the application of Messrs. Wakeford, May, & Woulfe,

It is ordered that the record in this action be rectified by erasing the name of the said Wakeford, May, & Woulfe from the same as solicitors for the defendant, and that the costs of this application be paid by the defendant, ————.

Dated the first day of March, 1890.]

THE WORKING OF ORDER XIV.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Among all the Rules of the Supreme Court none are more useful or more extensively used than order 14; and I cannot see how this order, with the construction put upon it by the courts, can prejudice a defendant who *bonâ fide* wishes to defend his action. Order 14 has procured speedy justice, and has prevented useless litigation in thousands of actions. In a very large proportion of cases the defendant does not in any way contest the application, clearly shewing that his appearance was entered simply to delay, and in these cases, but for order 14, a real hardship would be inflicted on the plaintiff were he forced to carry his action through every stage to a formal trial.

If the defendant appears, all he need shew to get leave to defend is a possible or plausible defence, and not a complete defence, and the plaintiff, to succeed, must make out an absolutely clear case.

The master is not a judge of law or fact, all he decides is whether a state of circumstances can exist in which a defence is possible, and he must not impose terms in giving leave where a substantial, as contrasted with a frivolous, defence is made out. That the order is most useful no one will deny; what more can further legislation do? It can restrict the plaintiff's rights, which will cause unnecessary litigation and its delay and expense; it can restrict the defendant's rights, and make the order tyrannical and arbitrary; but it seems to me that it has just hit the happy medium and requires no further alteration. The extracts your correspondent gives from the judgment in *Sheppard* v. *Wilkinson* shew what the law is.

It is not further legislation that is wanted; the mischief (if any) exists in carrying out the law. Statistics would be useful, but I do not believe that 25 per cent. of the cases are really contested, nor 5 per cent. appealed. M.

THE FORM OF ORDER OF REFERENCE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The form of Order of Reference in the appendix to the Rules of December last, to which reference is made in your last issue, afford another illustration of how much trouble would be saved if such forms (and rules also) were submitted in draft to some competent official, well versed in the actual working of the details of the practice in question. The particular form referred to, which will be found on page 1,105 of the Annual Practice, is a kind of hybrid, which would appear to have been designed to answer the purpose both of the long order of reference to a special referee and also of an order to refer to an official referee.

As soon as it was promulgated it was found to be unworkable, and the masters, under the power conferred by ord. 61, r. 33, after conference with the official referees, prescribed the short form of order for reference to an official referee on page 1,106 of the Annual Practice, which has been found to work perfectly, while, as regards references by consent to a special referee, the old "long order" has continued to be used. The draftsman of the rules under the Arbitration Act of last year, probably (and very naturally) being unaware of the above facts (although the Annual Practice refers to them), re-prescribed the old disused form in its entirety, with the simple alteration of the heading. Thus your correspondent has been led into wasting much labour and ingenuity in what may be called belabouring a dead carcass. Under the new Arbitration Act it has not been thought necessary to make any substantial change in the forms of orders of reference. If the reference is by consent to a special referee the old "long order" is used; if the reference is to an official referee the form previously in use, with a slight modification, is adopted.

OFFICIAL.

[But is not the special referee as much an officer of the court as an official referee (see section 15 of the Arbitration Act, 1889), and does he not find his duties and powers fully laid down, either in that Act or in the Rules of the Supreme Court? Why, then, should the "long form" be used with reference to him in the Queen's Bench Division, whereas it is not found necessary in the Chancery Division? Moreover, the "carcass" which our correspondent belaboured can hardly be described as "dead"; since ord. 61, r. 33, only applies to the Central Office, and any order made by the masters thereunder does not affect the officers of the Chancery Division.—ED. *S. J.*]

BUSINESS DONE IN LONDON BY SOLICITORS HOLDING ONLY COUNTRY CERTIFICATES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The growing practice of law stationers and others doing work at Somerset House and the various registries and search offices in London for country solicitors, which was formerly done by their London agents, has from time to time brought forth a protest from some of your correspondents.

It does not appear, however, that the fact that a solicitor who has only taken out a country certificate is disqualified from practising in London has been in any way considered by the profession.

I believe I am right in stating that a country solicitor cannot make any charge for work done in London unless it be through his agent, who holds a London certificate, and that work so charged for would be disallowed on taxation.

The recent case law does not appear to touch the question, for although a law stationer may do the work and apparently charge for it, by reason of its not being work that only a solicitor may do, still the solicitor who holds only a country certificate cannot charge his client one penny profit for work of any kind done in London, unless through a duly qualified London agent. E. J. TRUSTRAM.

61, Cheapside, E.C., March 7.

CASES OF THE WEEK.

Court of Appeal.

DAVIES & CO. v. ANDRE & CO.—No. 1, 10th March.

PRACTICE—CONDITIONAL APPEARANCE—R. S. C., IX., 6; XII., 15, 16; XLII., 10.

This was an appeal from the decision of a divisional court (Denman and Wills, JJ.), reported *ante*, p. 300. The plaintiffs issued a writ against the defendant firm for goods supplied, and served the writ on one Rath, who was in charge of the premises of the firm. There was nothing to shew whether Rath was served as a partner or as the person having control of the business under ord. 9, r. 6. Rath thereupon applied *ex parte* for leave to enter a conditional appearance denying that he was a partner, which was granted. The plaintiffs took out a summons to strike out this appearance. The master refused to make an order, and on appeal Field, J., varied the order for conditional appearance by striking out the word "conditional," and the denial of Rath's being a partner. The plaintiffs appealed, contending that they were not suing Rath, and that his appearance would delay judgment against the defendants. The Divisional Court restored the conditional appearance, and directed an issue as to the question of partnership, saying that this might be an extension of the procedure by way of conditional appearance, but that it was rendered necessary by the impossibility of doing justice under the rules as they at present stood (*ante*, p. 300). The plaintiff appealed.

THE COURT (LORD ESHER, M.R., and FRY, L.J.) allowed the appeal and reversed the decision of the Divisional Court. LORD ESHER, M.R., said that the writ had been issued against the firm, and had been served in point of fact upon Rath. He had neither appeared or failed to appear, but had entered a conditional appearance denying that he was a partner. No such appearance could be allowed. The most favourable assumption for him was that he was served with the writ, not as a partner, but as the person in charge of the partnership business. He was merely the figure-

head of the business, and as such was served with the writ. Then, being served with the writ directed to the firm, if he was a partner he was bound to appear, but if he was not a partner he had no concern with it. There was no rule that would allow him to appear conditionally. If there was no appearance to the writ, judgment would go against the firm by default, but that would be no concern of his if he was not a partner. The plaintiffs could not issue execution against him unless they could shew that he was a partner or had partnership goods in his possession. That was the effect of ord. 42, r. 10. The Divisional Court appeared to find a difficulty in the position, and to think that a man might not always know whether he was a partner or not. It was difficult to imagine a business man in such ignorance. But the Divisional Court, thinking that there might be an injustice, had with anxious care evolved out of their own consciousness a rule of practice which had no real existence, and had said that Rath might appear conditionally and have an issue tried whether or no he was a partner. The court had no power to create any such practice. It was possibly a subject for the Rule Committee, though he (Lord Esher) could not say that he should feel obliged to support such a rule if proposed there. But at any rate the rule did not now exist, and there could be no such conditional appearance as had been ordered by the Divisional Court. The appearance must therefore be struck out. FRY, L.J., concurred. No doubt the courts had an inherent power to mould the practice to meet the exigencies of cases, but in this case the Divisional Court had far exceeded their power. They had appeared to think that it would not be unusual for people not to know whether they were partners or not. He confessed he had little sympathy with such people. They ought to know their own position. The rules contemplated judgment against a firm, and execution to be issued in a particular manner, which would not allow the goods of a person to be seized unless he was a partner or the goods were partnership goods. If Rath was not a partner his goods would not be seized without an application to the court under ord. 42, r. 10, which he would be able to oppose. If he was not a partner he had no interest in the judgment, and he had no business to appear. The time for trying the partnership issue would not be now, but after judgment had gone against the firm and execution had issued. The judgment of the Divisional Court was therefore wrong, and the conditional appearance must be struck out.—COUNSEL, *Cock*, Q.C., and *A. D. Maclaren*; *H. E. Duke*. SOLICITORS, *Learoyd, James, & Miller*; *Vallance & Co.*

CLEGG *v.* HANDS—No. 2, 10th March.

LESSOR AND LESSEE—RESTRICTIVE COVENANT—COVENANT RUNNING WITH LAND—LEASE OF PUBLIC-HOUSE—COVENANT NOT TO TAKE BEER OTHER THAN BEER PURCHASED FROM LESSOR—ASSIGNMENT BY LESSOR OF BENEFIT OF COVENANT—OBLIGATION OF LESSEE TO TAKE BEER FROM ASSIGNEE.

In this case a question arose as to the construction and legal effect of a restrictive covenant contained in a lease of a public-house. By the lease, dated the 19th of November, 1886, the plaintiffs, Messrs. Clegg & Wright (thereinafter called the lessors, "including in such term each of them and their, each and every of their, heirs, executors, administrators, and assigns"), demised to the defendant Hands (thereinafter called the lessee, "including in such term his executors, administrators, and permitted assigns"), a public-house, for a term of nine and a half years. The lease contained the following covenant by the lessee:—"That he, the said lessee, will not, at any time during the continuance of this demise, buy, receive, sell, or dispose of, either directly or indirectly, or permit to be bought, received, sold, or disposed of, either directly or indirectly, in, upon, or about the said premises, or any portion thereof, any ales or stout (other than best stout), other than such as shall have been *bonâ fide* purchased of the said lessors, or from them, or either of them, either alone or jointly with any other person or persons who may hereafter become a partner or partners with them, or either of them, provided they or he shall at such time deal in or vend such liquors as aforesaid, and shall be willing to supply the same to the said lessee of good quality and at the fair current market price thereof." At the date of the execution of the lease Clegg & Wright were brewers and vendors of ale and stout, carrying on their business at a brewery called the Alton Brewery. In July, 1889, they agreed to sell their brewery, plant, business, and goodwill to one Cain, who was a brewer carrying on business at a brewery called the Mersey Brewery in the same town and in the same street. Cain also sold the ales of other firms. The purchase was completed on the 2nd of October, and Clegg & Wright then dissolved partnership, and ceased to carry on business at the Alton Brewery. By a deed of that date Clegg & Wright conveyed to Cain the public-house, together with the benefit of the rent and covenants reserved and contained in the lease thereof to the defendant, and the deed expressly assigned to Cain the benefit of the above restrictive covenant. The plaintiffs were Clegg & Wright and Cain. They claimed an injunction (in the terms of the covenant) to restrain the defendant from selling beer other than such as should be *bonâ fide* purchased of the plaintiff Cain, either directly or through the plaintiffs Clegg & Wright. Bristowe, V.C., granted the injunction. On the appeal it was argued that the covenant did not run with the land, and also, on the construction of the covenant, that, notwithstanding the definition of the word "lessors" at the commencement of the lease, as including "assigns," the covenant extended only to such assigns as were carrying on the business of Clegg & Wright at their old brewery.

THE COURT (COTTON, LINDLEY, and LOPES, L.JJ.) affirmed the decision. COTTON, L.J., said that the first question was the true construction of the covenant. It was contended that the covenant did not extend to the lessors' assigns, because part of the definition of "lessors" in the interpretation clause was expressly included in the covenant, and that this had the effect of excluding the full application of the definition. The words relied upon were "or from them or either of them" following "the said lessors." His lordship thought that the addition of those words in the covenant was unnecessary; but still the addition did not prevent the covenant from extending to assigns. It was said that the covenant was only with such assigns as carried on business at the Alton Brewery, and *Doe* v. *Reid* (10 B. & C. 849) was relied on. There the covenant of the lessee was to take all his beer from the lessors, who were brewers, or their successors in their said trade, and the lessors transferred their business to a brewer who was carrying on business at a brewery two miles off. It was held that the business of the lessors had been determined, and that their assignee could not take advantage of the covenant. But in that case the language of the covenant was materially different from that of the covenant in the present case, and it did not contain the proviso for the protection of the lessee which occurred here, and which governed the construction: "Provided they or he shall at such time deal in or vend such liquors as aforesaid, and shall be willing to supply the same to the said lessee of good quality and at the fair current market price thereof." There was no ground for saying that this covenant was a personal covenant with the particular persons who granted the lease. It was not a covenant incapable of assignment. It was said that the covenant did not run with the land. In his lordship's opinion it did. It was a covenant as to the mode in which the business of the public-house was to be carried on. In his lordship's opinion the covenant related to the house just as much as a covenant to cultivate land in a particular way related to land, and it was, therefore, a covenant running with the land. This would enable the assignee of the reversion to sue the defendant. But there was an express assignment of the covenant. The plaintiff Cain was entitled to sue the defendant, upon the principle of *Tulk* v. *Moxhay* (2 Phil. 774)—viz, that a man who had obtained a house or land at a smaller rent, by reason of its being subject to some restriction as to its user, ought not to be allowed to deal with the house or land in a manner inconsistent with the restriction. The decision in *Tulk* v. *Moxhay* related to a covenant which was not in terms restrictive, though it implied a restriction, but the doctrine of *Tulk* v. *Moxhay*, as explained in later cases, did not compel a person who had bought with notice of a covenant to put his hand in his pocket and spend money. In one sense, the covenant in the present case was to buy beer from the plaintiffs, but it involved a negative obligation not to buy beer from anyone else, and it did not come within the exception which had been established to *Tulk* v. *Moxhay*. In his lordship's opinion, both on the ground that this was a covenant running with the land and on the principle of *Tulk* v. *Moxhay*, the plaintiffs were entitled to the injunction. LINDLEY and LOPES, L.JJ., concurred.—COUNSEL, *Henn Collins*, Q.C., *Mattinson*, and *M'Conkey*; *Cozens-Hardy*, Q.C., and *J. Rutherford*. SOLICITORS, *Bartlett & Berry*, Liverpool; *Field, Roscoe, & Co.*

HARRIS *v.* KNIGHT—No. 2, 11th March.

WILL—PROBATE—LOST WILL—EVIDENCE OF EXECUTION AND CONTENTS—WANT OF ATTESTATION CLAUSE—PRESUMPTION OF DUE EXECUTION.

The question in this case was, whether a will which had been lost or destroyed, and of which no copy was produced, could be admitted to probate upon parol evidence of its existence, contents, and due execution. The testator, William Knight, died in 1877. His only property was a small freehold estate. At his funeral his widow produced a written paper which she stated to be the will of her deceased husband. According to the evidence this paper was subscribed with three names, one of which purported to be the name of William Knight, written in his own handwriting. By it the widow took a life interest in the freehold, which at her death was to be divided among the sons and daughters of the testator. The defendant, the testator's eldest son and heir, read it through at the funeral, and then said it was no will of his father's, and that the signature to it, which purported to be that of his father, was not in his father's handwriting. The widow lived on the freehold undisturbed, down to her own death in July, 1885, without ever having taken any steps to prove the alleged will. On the other hand, the defendant, from the time of his father's death down to the death of his mother, never took any steps to assert his rights as heir-at-law. In 1886 the defendant obtained letters of administration to the estate of his father, on the representation that he had died intestate. In the present suit one of the testator's daughters propounded for probate the paper produced at his funeral. Evidence in support of the plaintiff's case was given by several relatives of her father. No attempt was made to shew that the paper bore any date, or that it contained an attestation clause. There was, however, abundance of testimony that the body of the document was in the form of a will, and that it was followed by three signatures, one of which purported to be that of William Knight. This, indeed, was not disputed. The witnesses on both sides were in accord generally as to the contents of the paper. The plaintiff's witnesses stated, that two years before his death William Knight told them that he had made a will containing provisions such as those contained in the paper read at the funeral, but some of the witnesses for the defence stated that not long before his death Knight told them he had not made a will. There was a direct conflict of testimony as to the signature which purported to be that of Knight. Both the persons whose signatures were subscribed to the paper after that which purported to be Knight's were dead; one of them died two years before Knight; but there was evidence to identify the signature of one of them. There was contradictory evidence as to the disappearance of the paper, the suggestion on the one side being that the defendant had taken it away on the occasion of a visit to his mother shortly before her death, and, on the other side, that she had destroyed it. Butt, J., held that the

will had been duly executed, and that its contents were proved, and he accordingly granted probate.

THE COURT (COTTON, LINDLEY, and LOPES, L.JJ.) affirmed the decision, COTTON, L.J., differing from the other members of the court. COTTON, L.J., said that, in his view, that which told most strongly against the persons who propounded the document was, that during the lifetime of the widow they took no step and made no inquiry, and she must have known all about the facts. The burden was on those who propounded the document. On the death of the widow the alleged will could not be found; according to the evidence it had been destroyed in some way. His lordship thought that it had been destroyed by the widow with the knowledge of the heir. The court would not be justified in questioning the decision of Butt, J., who had had the witnesses before him, as to the existence of the document signed by the testator, and bearing the signatures of two other persons, one of which was certainly genuine. But the law required certain formalities as to attestation. The Wills Act required that there should be two witnesses present together to see the testator sign, and to attest his execution in his presence and in the presence of one another. This document had no attestation clause in the usual form, the existence of which clause would have required the court to presume due attestation. The question whether the legal formalities had been complied with was a question of fact. There was no proof of these formalities apart from presumption. If there had been an attestation clause, there being the handwriting of two persons as witnesses, which he would assume to be genuine, he should have considered that the formalities had been complied with, for he should think that no one would have signed his name to the statements contained in such a clause, unless it were true. His lordship was of opinion, from the contents of the will, that it bore internal evidence of having been prepared by someone who did not know the law, and therefore the presumption was that the legal formalities required to make a valid will had not been complied with. The Legislature had, in his lordship's opinion, very wisely imposed these formalities, in order to prevent documents from being propounded as wills which were not wills, and the court was bound to follow the law. He thought that the decision of Butt, J., was a wrong and dangerous decision, which would probably open the door to the propounding of documents as wills which had not been executed with the formalities which the law required. LINDLEY, L.J., said that a person who propounded for probate an alleged will, and who was unable to produce it or a copy or draft of it, or any written evidence of its contents, was bound to prove its contents and its due execution and attestation by evidence so clear and satisfactory as to remove, not all possible, but all reasonable, doubts upon these points. If he could do this he was entitled to probate, as was shewn by *Sugden* v. *Lord St. Leonards* (1 P. D. 154). But it was obvious that any laxity or want of vigilance on the part of the court in a case of this kind would encourage the fabrication of wills and lead to perjury, which it would be extremely difficult to detect. The questions were—first, Did Knight make and sign a will? Secondly, Was it duly executed and attested? and, thirdly, Were its contents proved? The first question was settled, the third was admitted. The case really turned on the question whether the will was duly executed and attested. The maxim *Omnia præsumuntur rite esse acta* was an expression in a short form of a reasonable probability, and of the propriety, in point of law, of acting on such probability. The maxim expressed an inference which might reasonably be drawn when an intention to do some formal act was established, when the evidence was consistent with that intention having been carried into effect in a proper way, but when the actual observance of all due formalities could only be inferred as a matter of probability. The maxim was not wanted when such observance was proved, nor had it any place where it was disproved. The maxim only came into operation where there was no proof one way or the other; but when it was more probable that what was intended to be done was done as it ought to have been done to render it valid, than that it was done in some other way which would defeat the intention proved to exist, and would render what was proved to have been done of no effect. In the present case it must be taken as proved that a document to the effect mentioned in the statement of claim, and purporting to be the will of the deceased, was signed by him; that two names of friends of his, now deceased, were written underneath; and that one of those names was a genuine signature. There was no evidence about the other name. What was the reasonable probability from these facts? Was it that the deceased did what he intended effectually, or ineffectually? The presence of the two names was significant. Why two? Because two were necessary. Why have them at all, except to render the instrument valid? And, there being no reason whatever to doubt the genuineness of the unproved signature, was it not a reasonable inference to infer its genuineness? If it was, and there being no reason to suppose that anything was done irregularly or improperly, might it not be reasonably inferred that all was done properly, although there was no attestation clause to say so? These appeared to his lordship to be the true questions. Butt, J., had inferred that the unproved signature was genuine, and that everything was regularly done. His lordship was not prepared to say that he was wrong. He could find no case which went as far as this; but authorities were only of use as guides when a case turned on inferences of fact. The extent to which the supposed will was acted on after the death of the deceased tended to support the inference in favour of its validity, whilst its destruction by the widow (if indeed she destroyed it) tended the other way. The cardinal point was, that the judge who saw and heard the witnesses came to the conclusion that the name of the deceased at the end of the alleged will was his genuine signature. Given this and the other uncontroverted facts of the case, his lordship thought that the judge was justified in drawing the inferences which he did draw, and in pronouncing for the will.

LOPES, L.J., agreed with Lindley, L.J. There was no attestation clause; the attesting witnesses were both dead, and the handwriting of only one of them was proved. Unless those two witnesses were simultaneously present when the testator signed his name or acknowledged his signature, the will could not stand. There was nothing to shew that they were not. What was the fair and probable inference to be drawn from all the circumstances of this case? The presumption of due attestation was an inference of fact, an inference of reasonable probability. The testator clearly knew that he must sign; he knew that there must be two witnesses. Was it not more probable than not that he also knew that those witnesses must be present together? And was it not more probable than not that the signature which purported to be the signature of the witness whose signature had not been identified was his signature? Was it conceivable that the defendant, if he really had any doubt about the due execution of this will, would not have made inquiries of the witness who survived the testator? His conduct was more consistent with a belief that the will was duly executed than with any other view. The inference to be drawn in cases of this kind depended upon a number of circumstances peculiar to the cases in which they arose, and the presumption *omnia præsumuntur rite esse acta* applied with more or less force according to the circumstances of each case. In every case of this kind the court should be influenced by a desire that the intention of the testator should not be frustrated, when the execution of the testator was sufficiently proved, and the will on its face complied with the requirements of the statute. Butt, J., had decided that he ought to presume, having regard to all the circumstances of the case, that this will was duly executed, and his lordship was unable to say that he was not justified in so presuming.—COUNSEL, *Dr. Tristram*, Q.C., and *Statham*; *Middleton* and *J. C. Priestley*. SOLICITORS, *Tidy & Tidy*; *W. M. Willcocks*.

Re BAKER, NICHOLS *v.* BAKER—No. 2, 12th March.

ADMINISTRATION OF ESTATE OF DECEASED INSOLVENT—POWER TO TRANSFER PROCEEDINGS TO COURT OF BANKRUPTCY—DISCRETION OF COURT—BANKRUPTCY ACT, 1883, S. 125.

The question in this case was, whether the power given to the court by section 125 of the Bankruptcy Act, 1883, to transfer proceedings for the administration of the estate of a deceased insolvent debtor to the Court of Bankruptcy is discretionary or imperative. Section 125 provides: "(1) Any creditor of a deceased debtor whose debt would have been sufficient to support a bankruptcy petition against such debtor, had he been alive, may present to the court a petition in the prescribed form, praying for an order for the administration of the estate of the deceased debtor, according to the law of bankruptcy; (2) upon the prescribed notice being given to the legal personal representative of the deceased debtor, the court may, in the prescribed manner, upon proof of the petitioner's debt, unless the court is satisfied that there is a reasonable probability that the estate will be sufficient for the payment of the debts owing by the deceased, make an order for the administration in bankruptcy of the deceased debtor's estate, or may, upon cause shewn, dismiss such petition with or without costs; (3) an order of administration under this section shall not be made until the expiration of two months from the date of the grant of probate or letters of administration, unless with the concurrence of the legal personal representative of the deceased debtor, or unless the petitioner proves to the satisfaction of the court that the debtor committed an act of bankruptcy within three months prior to his decease; (4) a petition for administration under this section shall not be presented to the court after proceedings have been commenced in any court of justice for the administration of the deceased debtor's estate, but that court may in such case, on the application of any creditor and on proof that the estate is insufficient to pay its debts, transfer the proceedings to the court exercising jurisdiction in bankruptcy, and thereupon such last-mentioned court may, in the prescribed manner, make an order for the administration of the estate of the deceased debtor, and the like consequences shall ensue as under an administration order made on the petition of a creditor; (5) upon an order being made for the administration of a deceased debtor's estate, the property of the debtor shall vest in the official receiver of the court, as trustee thereof, and he shall forthwith proceed to realize and distribute the same in accordance with the provisions of this Act; (6) with the modifications hereinafter mentioned, all the provisions of Part III. of this Act, relating to the administration of the property of a bankrupt, shall, so far as the same are applicable, apply to the case of an administration order under this section in like manner as to an order of adjudication under this Act; (7) in the administration of the property of a deceased debtor under an order of administration, the official receiver shall have regard to any claim by the legal personal representative of the deceased debtor to payment of the proper funeral and testamentary expenses incurred by him in and about the testator's estate, and such claims shall be deemed a preferential debt under the order, and be payable in full, out of the debtor's estate, in priority to all other debts." Sub-section 8 provides for the payment of any surplus of the deceased debtor's estate to his legal personal representative, and by sub-section 9 notice to the legal personal representative of the presentation by a creditor of a petition under this section is, in the event of an order for administration being made thereon, to be deemed to be equivalent to notice of an act of bankruptcy. In the present case the testator died on October 26, 1889. On December 14 his will was proved, and on the same day this action for the administration of his estate was commenced by a creditor by originating summons in the Chancery Division. On January 8, 1890, the testator's bankers, who claimed to be creditors for a large amount, took out a summons, asking that the administration proceedings might be transferred to a county court as the proper court of bankruptcy.

It was alleged that the testator's debts amounted to about £9,000, and that his assets did not exceed £4,000. The summons for administration and the summons for transfer came on together for hearing, and Chitty, J., made an order for administration, and refused the application for transfer. He was of opinion that the power given to the court by sub-section 4 of section 125 is discretionary, and that no sufficient ground had been shewn for ordering a transfer in the present case. On behalf of the appellants it was argued that the word "may" in sub-section 4 ought to be construed "shall," the object of the Legislature being, when an estate was insolvent, to insure equality among the creditors as in bankruptcy. If the administration took place in the Chancery Division, the executor would have a right of retainer in respect of a debt due to himself, and the plaintiff would, if his debt was barred by the Statute of Limitations, as it was suggested that it was, gain an advantage by reason of the omission of the executor to raise the defence of the statute. It could not have been intended by the Legislature that the mode of administration of an insolvent estate should differ by reason of the accident, whether the proceedings for administration were commenced by a creditor first in the Chancery Division or first in the Court of Bankruptcy. On the other side reliance was placed upon the language of sub-section 4 as being enabling and not imperative; upon the decisions of Pearson, J., in *Higgs* v. *Weaver* (29 SOLICITORS' JOURNAL, 356i 29 Ch. D. 256), and of Stirling, J., in *Re York* (31 SOLICITORS' JOURNAL, 394, 36 Ch. D. 233), that the power given by sub-section 4 is discretionary; and on the decision of the Court of Appeal in *Re Gould* (31 SOLICITORS' JOURNAL, 479, 19 Q. B. D. 92) as shewing that the effect of an administration order in bankruptcy under section 125 is not in every respect equivalent to an adjudication of bankruptcy against a living person.

THE COURT (COTTON, LINDLEY, and LOPES, L.JJ.) affirmed the decision. COTTON, L.J., said that the words of sub-section 4 were, "The court may transfer the proceedings." In his lordship's opinion such words could never do more than confer a power on the judge; they could never make it imperative on the judge to exercise the power. But the real question was whether, by reason of any other provisions of the Act or for any other reason, it was the duty of the judge to exercise the power. This was laid down by Lord Selborne in *Julius* v. *The Bishop of Oxford* (4 App. Cas., at p. 235), where he thus explained the former cases in which it had been held that there was a duty to exercise a power in its terms discretionary. From the nature of the English language the word "may" could never mean "must." The question was, whether for other reasons it was the duty of the judge to exercise the power. It was said that the whole object of the Act was to secure equality among creditors, and that, if the result of leaving the proceedings in the Chancery Division would or might be to give priority to the executor and to a creditor against whom the executor had not pleaded the Statute of Limitations, it was the duty of the judge to exercise the power of transfer. In his lordship's opinion, if the Legislature had intended to do away with an executor's right of retainer, which was a legal right, though it was allowed by the Court of Chancery in the administration of legal, though not of equitable, assets, they would have said so expressly. As to not pleading the Statute of Limitations, the Court of Chancery did not interfere with the legal right of an executor to abstain from pleading it. The Court of Chancery had never favoured that sort of defence, and there might well be circumstances rendering it wrong to plead it. It was said that the express provision of sub-section 7 of section 125, that the funeral and testamentary expenses properly incurred by the executor should be entitled to priority, shewed that it was not intended that priority should be given to any other claims. Perhaps other cases were not thought of. But the mere existence of such a right of priority was not a sufficient reason for saying that it was imperative to exercise the power. In *Re York* there were other reasons which made it desirable to transfer the proceedings to the Court of Bankruptcy. In his lordship's opinion, if it had been intended that, in the case of an insolvent estate, the executor should have no right of retainer, or that the executor should in every case plead the Statute of Limitations, the Legislature ought to have said so, and would have said so. In his lordship's opinion the judge had a discretion, and there was nothing in the Act or in the general law making it his duty to exercise the power. LINDLEY, L.J., said that there was no ground for making the transfer, except that the mode of administration in the Court of Bankruptcy would be different from that in the Chancery Division. It might be that the mode of administration in bankruptcy was the more equitable; it was the creature of statute, while the other had grown up in a manner not always satisfactory. The right of retainer was a common law right as an executor; it arose out of the fact that a man could not sue himself, and the Legislature had never yet faced the difficulty and abolished the right. Was it right that, because of the co-existence of the two systems of administration, whenever an insolvent estate was being administered in the Chancery Division, the proceedings should be transferred to the Court of Bankruptcy? His lordship could not see that this would be right, or that it was intended by the Act. On the principle of *Julius* v. *The Bishop of Oxford*, "may" could never mean "shall." LOPES, L.J., said that, beyond all question, the word "may" was potential. It conferred a power, though, no doubt, if it was coupled with a duty of the person to whom the power was given to exercise it, it would be imperative. His lordship could see no such union in the present case, and, in his opinion, the power was discretionary. It was said that the discretion had been wrongly exercised, because the effect would be to give to the executor and to the plaintiff certain advantages which they would possess if the administration took place in the Chancery Division. Those rights existed, and his lordship could not say that the recognition of those rights was a necessary ground for exercising the discretionary power of transfer. It was, no doubt, an anomaly that the mode of administration should be different, according as the proceedings were commenced in chancery or in bankruptcy. But that was a matter for the consideration of the Legislature, with which the court had nothing to do.—COUNSEL, *Everitt*, Q.C., and *E. Ford*; *Whitehorne*, Q.C., and *Warrington*; *Byrne*, Q.C., and *P. S. Gregory*. SOLICITORS, *Penley & Grubbe*; *Thornton Toogood*; *Kinsey, Ade, & Stocking*.

Re BRYANT AND BARNINGHAM'S CONTRACT—No. 2, 11th March.

VENDOR AND PURCHASER—CONTRACT FOR SALE OF LAND—CONTRACT BY TRUSTEES—WANT OF TITLE—SUBSTITUTION OF CONTRACT BY TENANT FOR LIFE UNDER POWERS OF SETTLED LAND ACT.

This was a summons, under the Vendor and Purchaser Act, 1874, by a purchaser of land claiming the rescission of his contract and the return of his deposit, with interest. The contract had been entered into with the trustees of a settled estate, who professed to have a power of sale. Upon investigation of the title it appeared that the power of sale had not yet arisen, and that it did not arise till after the determination of a life estate. The vendors then offered to procure a conveyance of the land to the purchaser from the tenant for life, under the powers conferred upon him by the Settled Land Act. The purchaser declined to accept this, and repudiated his contract. Kay, J., held that the vendors could not force the purchaser to enter into a new contract with the tenant for life in place of the contract which he had entered into with the trustees. His lordship accordingly made the order asked for.

THE COURT (COTTON, LINDLEY, and LOPES, L.JJ.) affirmed the decision. COTTON, L.J., said that no doubt if a vendor of land, who had not a title at the time when he entered into the contract for sale, could, before the time fixed for completion, make a good title to it himself, the purchaser could be compelled to accept it. But that was not the present case. The trustees could not now make a good title, and the purchaser had never entered into a contract with the tenant for life, and could not be compelled to do so. If the purchaser chose to accept a title from the tenant for life he might do so; but the tenant for life could not convey so as to make a good title in the trustees, and the purchaser could not be forced to accept anything else. LINDLEY and LOPES, L.JJ., concurred.—COUNSEL, *Renshaw*, Q.C., and *F. Thompson*; *Marten*, Q.C., and *J. G. Wood*. SOLICITORS, *Simpson & Cullingford*; *A. H. Holmes*.

High Court—Chancery Division.

THE BRISTOL, CARDIFF, AND SWANSEA AERATED BREAD CO. (LIM.) *v.* MAGGS—Kay, J., 5th March.

VENDOR AND PURCHASER—CONTRACT—LETTERS—OFFER AND ACCEPTANCE—SUBSEQUENT CORRESPONDENCE—GOODWILL.

This was the trial of an action for specific performance, and the question was whether a completed contract was contained in two letters, or whether the subsequent correspondence between the parties must be read as part of the negotiations. The letters were as follows: "Cardiff, May 29, 1889. Dear Sir,—I beg to submit to you the following conditions for disposal of my business carried on at 15, Duke-street, Cardiff. Lease and goodwill £450 (lease from the 29th of September, 1888, for fourteen years). All fixtures, fittings, utensils, &c., stock-in-trade connected with the premises to be taken at a valuation.—Yours truly, R. Maggs. This offer to hold good for ten days." "Cardiff, June 1, 1889. Dear Sir,—On behalf of the Bristol, Cardiff, and Swansea Aerated Bread Co. (Limited) I accept your offer for shop and lease, &c., 15, Duke-street, Cardiff.—Yours truly, John Guthrie (for B., C., and S. Aerated Bread Co.) Mr. R. Maggs, 15, Duke-street, Cardiff." On the 2nd of June the defendant's solicitor sent a formal memorandum of agreement which contained provisions as to book debts, deposit, time for completion, delivery of an abstract, and other formal matters. This was altered by the plaintiff's solicitor in various ways, and chiefly by inserting a clause preventing the vendor from carrying on business for five years within five miles of Cardiff. There were further negotiations about this clause, and finally, on the 7th of June, the vendor's solicitor wrote declining to proceed further in the matter. The purchasers claimed specific performance of the contract contained in the two letters—*i.e.*, without the clause. They argued that the alterations suggested were merely formal; that *Hussey* v. *Horne-Payne* (27 W. R. 585, 4 App. Cas. 311) had been explained by the Court of Appeal in *Bolton Partners* v. *Lambert* (37 W. R. 434, 41 Ch. D. 295). So that a line could be drawn after the two letters, and the subsequent correspondence ignored; and that a complete contract could be found in the letters.

KAY, J., delivered a written judgment, in which, after stating the facts, he said that the case of *Pearson* v. *Pearson* (32 W. R. 1006, 27 Ch. D. 145) shewed that the clause in question was an attempt to obtain an additional and most important concession from the vendor. The question whether the two letters relied on were a complete contract, or were only steps in a negotiation, was altogether independent of the Statute of Frauds. His lordship referred at length to *Hussey* v. *Horne-Payne*, and said that he had examined that case carefully, because it had been suggested that the judgment of Lord Cairns proceeded upon the circumstance that the two original letters contained terms which raised a doubt whether there was a concluded contract, and an observation to that effect by one of the judges of the Court of Appeal in *Bolton Partners* v. *Lambert* had been relied on. He had read Lord Cairns' judgment more than once, and, with deference, he did not think that to be a just criticism. Both Lord Cairns and Lord Selborne laid down broadly that, where it is sought to make out a binding contract from correspondence, the whole of it, as well as the verbal communications and interviews, should be regarded, and it was not right to stop at one letter of the correspondence, which, with what preceded,

might constitute a sufficient agreement within the Statute of Frauds, whereas, if the whole of the correspondence were considered, and particularly as Lord Selborne said "the sequel" of the communications, it might clearly appear that those letters were in truth only part of an uncompleted negotiation. In his opinion *Hussey* v. *Horne-Payne* completely covered this case. That the ten days during which the offer was to remain open had not expired made no difference; the offer was not a contract, and might be withdrawn. He decided against the plaintiffs, on the ground that, although the two letters relied on would, if nothing else had taken place, have been sufficient evidence of a complete agreement, yet the plaintiffs had themselves shewn that the agreement was not complete by stipulating afterwards for an important additional term which kept the whole matter of purchase and sale in a state of negotiation only, and that the defendant was, therefore, at liberty to put an end to the negotiations as he did by withdrawing his offer. Action dismissed, with costs.—Counsel, *Levett; Warrington.* Solicitors, *Prior, Church, & Adams*, for *Meade, King, & Bigg*, Bristol; *Field, Roscoe, & Co.*, for *G. F. Hill*, Cardiff.

Re MEYERSTEIN & CO.'S APPLICATION FOR TRADE-MARK—Kay, J., 7th March.

Trade-Mark — Application to Register — Invented Word — Word Descriptive of Quality—Patents, Designs, and Trade-Marks Act, 1888, s. 10, sub-section 1 (d) (e).

This was a motion by way of appeal from the refusal of the comptroller to register the word "satinine" as a trade-mark for goods contained in classes 47 and 48, which comprise, amongst other goods, starch, blue, and other preparations for laundry purposes. The application was at first made under the Act of 1883, but the Comptroller, having reserved his decision until the passing of the Act of 1888, it was renewed under the latter Act. The comptroller refused to register the word on the ground that it was an obvious equivalent of the adjective "satiny," and was descriptive of the quality of goods. The applicants appealed to the Board of Trade, who referred the question to the court. It was contended on the part of the applicants that, since the word "satinine" was a new word, not appearing in the dictionaries, it was capable of registration as an invented word under the Act of 1888, s. 10, sub-section 1 (*d*), and that it was not descriptive. The applicants had used the word principally for starch and soap.

Kay, J., said that the word "satinine" was one which described the quality of the applicants' goods, and that there was very little invention in it, the invention consisting merely in adding a termination well known in many existing words. The word was to be used for starch, amongst other goods; starch was used to give a glossy appearance to linen, and it would be considered a good quality of a starch that it gave a very glossy surface. The comptroller said that one reason for his objecting to register this word was that there were already registered, as part of a trade-mark for laundry starch, the words "satin glaze." This application was intended to get a word registered which would suggest to the public that this was starch which would produce a very glossy surface. The word was descriptive of the effect produced by the article, and was, therefore, a descriptive word, and could not be registered. The motion must be dismissed, with costs.—Counsel, *R. W. Wallace; Sir R. E. Webster*, A.G., *Ingle Joyce.* Solicitors, *Crump & Son; Solicitor to the Board of Trade.*

Re GOOCH, GOOCH *v.* GOOCH—Kay, J., 4th March.

Advancement—Father and Son—Rebuttal of Presumption—Resulting Trust—Director's Qualification.

This was a summons taken out to decide the question whether certain shares taken by the testator, Sir Daniel Gooch, Bart., in the name of his son were intended as an advancement for his son's benefit, or only to qualify him to act as director of certain companies. No settlement was made on the marriage of the son, but he received a large allowance from his father. In 1873 the father applied in the son's name for one hundred shares of £10 each in the Brazilian Submarine Telegraph Co. (Limited), of which the director's qualification was being the registered holder of one hundred shares, and the son was appointed a director of the company. The father paid for the shares and subsequent calls. In 1880 the son, at his father's expense, applied for fifty shares of £100 each in the Ruabon Coal and Coke Co. (Limited), the director's qualification of which was being entitled to ten shares at least, and the son became a director. In 1881 the father transferred into the son's name 250 preference shares of £10 each and 250 ordinary shares of £10 each in the Globe Telegraph and Trust Co. (Limited), the qualification for which was that he should be the registered holder of at least one hundred shares, and the son was made a director of this company also. The son received the director's fees and the dividends on the shares, but handed over the latter to his father, and in 1886 he also gave him the certificates to be kept in a strong room. After the father's death the Brazilian Co.'s shares were found in an envelope indorsed in the father's handwriting "1,050 shares in the Brazilian Teleg. and 100 shares in same standing in the name of H. D. Gooch" (the son) "but belonging to me £1,150." The Ruabon Co.'s certificates were in an envelope indorsed "certificates of 50 shares in Ruabon Coal Co. standing in the name of H. D. Gooch belonging to me." The Globe Co.'s shares were mixed up in an envelope with other shares in the company belonging to the father On Sir D. Gooch's death the son succeeded to the baronetcy and the bulk of his father's estate under his will, which contained no direction that advances should be brought into hotchpot.

Kay, J., said that the evidence shewed that the father did not intend to give the shares to his son or buy him a partnership in a business, but only to provide him with a director's qualification. Holding shares as a trustee would, under the articles of association of the companies, constitute a qualification. He should follow *Childers* v. *Childers* (5 W. R. 859, 1 De G. & J. 482), and hold that the presumption of advancement was rebutted, and that the son held the shares as trustee for the father's estate.—Counsel, *Marten*, Q.C., and *Morey; Renshaw*, Q.C., and *Hornell; Church; Norman Pearson.* Solicitors, *Merriman, Pike, & Merriman; J. S. Heron.*

TURPIN *v.* PAIN—Chitty, J., 7th March.

Practice—Administration Action — Accounts referred to Official Referee—Judicature Act, 1873, s. 56.

In this case a motion was made by the plaintiffs in an administration action, instituted against the trustees and executors of their deceased mother's will, for the remission of a report of the official referee, and for a direction that the accounts be taken in the manner usual in the Chancery Division before a chief clerk and vouched in the ordinary way, and in particular that directions be given to the official referee to state in his report which of the items in the accounts rendered by the defendants had been allowed or disallowed. It appeared that the testatrix, who was a farmer's widow, had carried on the farm after her husband's death for the benefit of herself and her children. She died in 1872, and after her death the trustees and executors of her will allowed the children to live on at the farmhouse, and employed the only son as bailiff. In 1877, the lease of the farm expiring, the son became tenant on his own account, and acquired certain farming stock and effects under the will. The other children, four daughters, continued to live on at the farmhouse, their brother providing for their support. In 1880 the son gave up the farm, and made an arrangement with his creditors under which the trustees received a sum in respect of a valuation made at the time when the son took over the farm. During the time when the daughters were living with their brother the trustees paid over to him from time to time sums for household expenses and farming expenses. The action was instituted in 1886, and in May, 1887, the usual judgment order was made for accounts and inquiries. The accounts were proceeded with in chambers for two years, but in consequence of their complicated nature an order was made on the 11th of November, 1889, whereby it was referred to the official referee (Mr. Hemming, Q.C.) to take the accounts and report thereon to the court. On the following 24th of December the official referee made his report, setting forth the facts of the case at some length, and stating that it was impossible to discriminate between the payments made to the son for household expenses and payments made for farming expenses, and the report stated the payments made and the balances due in gross sums without going into particulars. The plaintiffs did not dispute that the trustees had acted honestly. Their contention was that the account as rendered by the official referee presented nothing which enabled them, if necessary, to dispute any item.

Chitty, J., said that the case was a peculiar one, and did not admit of the application of procedure which was strictly formal. To have required the accounts to be taken as in the Chancery chambers might have led to such a result as occurred in *Macintosh* v. *Great Western Railway Co.* (1 De G. J. & S. 443), where, after an inquiry in chambers which lasted some twenty years, it was found that the accounts were too complicated to be disentangled, and the plaintiff was glad to receive a lump sum. The official referee was not bound to take the accounts by means of affidavits and vouchers, although, of course, he could adopt that method where it was necessary or advisable. He had received a further statement from the official referee, from which, together with his notes, the plaintiffs might, if they wished it, gain the information they sought for; at least, they presented facilities in that respect quite equal to a chief clerk's certificate. The plaintiffs had not, in their affidavit, presented anything substantial against the report, and he ought not to remit it. If he thought that the plaintiffs could attack the report it would be his duty to send it back; but, as they had shewn nothing of the kind, the motion must be dismissed, with costs.—Counsel, *Maclean*, Q.C., and *Redmond; Romer*, Q.C., and *Curtis Price; Byrne*, Q.C., *Haldane*, Q.C., and *Sheldon.* Solicitors, *Child & Norton; A. H. Hunt & Co.; Haynes & Clifton.*

Re THE EMPIRE MINING CO.—North, J., 8th March.

Company—Winding up—Scheme of Arrangement with Creditors—Sanction by Court—Jurisdiction—Power to compel Debenture-Holders to surrender Security—Joint-Stock Companies Arrangement Act, 1870 (33 & 34 Vict. c. 104), s. 2.

This was a petition for the sanction by the court of a scheme of arrangement with the debenture-holders of the company, and the question arose whether, under the Joint-Stock Companies Arrangement Act, 1870, the court has power to compel secured creditors to surrender their security and accept shares in lieu of it. Section 2 of the Act provides that:—"Where any compromise or arrangement shall be proposed between a company which is, at the time of the passing of this Act or afterwards, in the course of being wound up, either voluntarily or by or under the supervision of the court, under the Companies Acts, 1862 and 1867, or either of them, and the creditors of such company, or any class of such creditors, it shall be lawful for the court, in addition to any other of its powers, on the application in a summary way of any creditor or the liquidator, to order that a meeting of such creditors or class of creditors shall be summoned in such manner as the court shall direct; and, if a majority in number, representing three-fourths in value of such creditors or class of creditors, present, either in person or by proxy, at such meeting, shall agree to any arrangement or compromise, such arrangement or compromise shall, if sanctioned by an order of the court, be binding on all such creditors or class of creditors, as the case may be, and also on the liquidator and contributories of the said company." In the present case the company's property consisted mainly of some mines, machinery, and

plant in Montana, in America. The company had resolved on a voluntary winding up, and the liquidators had, under an authority conferred on them by a special resolution, entered into an agreement with a new company for the sale of the undertaking and property of the old company to the new company. The consideration for the sale was to be, in part, an allotment of fully paid-up shares in the new company to such of the debenture-holders of the old company as should apply for them, to the amount of, and in exchange for, their debentures. An agreement was also entered into between the old company and its liquidators, the new company, and one of the debenture-holders of the old company, on behalf of himself and the others, which provided that the previous agreement should be carried into effect; that each of the debenture-holders of the old company should surrender his debentures to the new company to be cancelled; that the new company should allot to him, in respect of and in exchange for his debentures, fully paid-up shares in the new company to the amount of the debentures surrendered, and that he should accept the same in discharge of all principal and interest due on the surrendered debentures. Under an order made by North, J., a meeting of the debenture-holders was convened by the liquidators to consider the scheme. Debentures to the amount of £23,700 had been issued by the old company. At the meeting eighty-one debenture-holders, who held debentures to the amount of £20,550, were present in person or by proxy. Of these seventy-seven, holding debentures to the amount of £19,900, voted in favour of a resolution approving the scheme; the other four debenture-holders, who held debentures to the amount of £650, voted against the resolution. The debentures created a charge on all the property of the company, but they contained an express provision that they were not to be "recorded," or registered, in Montana, and they had not been registered there. The result of the non-registration was, that the holders could not exercise any of the rights of a mortgagee over the property of the company in Montana which was charged with the debentures. Also, other creditors of the company, who had obtained judgments against the company in Montana, had, by means of attachments, obtained a charge on the company's property there in priority to the debenture-holders. On the hearing of the petition it was objected by two debenture-holders for small amounts that the Act of 1870 did not give the court power to compel the dissentient debenture-holders to give up their security, and become shareholders in the new company.

North, J., sanctioned the scheme. He was clearly of opinion that the Act gave him jurisdiction to do so, if the scheme was a proper one. The Act gave the court power to bind creditors, and debenture-holders were creditors. The Act made no distinction between different classes of creditors. But it was quite a different matter whether the court, in the exercise of its discretion, would think it right to sanction the scheme. His lordship felt some difficulty at first, because it was proposed to deprive the debenture-holders of their security, and also to give unsecured creditors to the extent of £500 priority over them. But, when the £500 came to be investigated, it turned out that to the extent of £274 it consisted of a Crown debt, which was, of course, entitled to priority. Another part of the £500 was a sum of about £178 due to the company's solicitor for costs, and the solicitor had agreed to accept payment in paid-up shares of the new company. There remained only about £48, and the mere fact that priority was given to such a small sum would not be a sufficient reason for refusing to sanction the scheme, if in other respects it was for the benefit of the debenture-holders. As to the security of the debenture-holders, other creditors had obtained priority as regarded the property comprised in the debentures, by reason of the bargain that the debentures were not to be "recorded." If the debenture-holders were to give up their so-called security, they were offered paid-up shares in lieu of them, which they need not accept if they did not like to do so. A very large majority of the debenture holders had approved of the scheme. If two or three debenture-holders for small amounts could prevent its being carried out, the provisions of the Act would be rendered nugatory. If effect were not given to such an expressed opinion of the debenture-holders, his lordship could hardly conceive a case in which the court could sanction a scheme. He thought the case a clear one for exercising the jurisdiction. He ordered the new company to pay the costs of all the parties appearing.—Counsel, *Cozens-Hardy*, Q.C., and *F. B. Palmer; Napier Higgins*, Q.C., and *Farwell; Seward Brice*, Q.C., and *A. Brown; Grosvenor Woods*. Solicitors, *Stratton, Hilliard, & Co.; J. W. Smart; Snell, Son, & Greenip*.

Re THE AMERICAN PASTORAL CO.—North, J., 8th March.

Company—Reduction of Capital—Confirmation by Court—Calls Unpaid on some Shares—Form of Minute for Registration—Companies Act, 1867, ss. 9, 11—Companies Act, 1877, s. 3.

In this case a question arose as to the form of the minute for registration on the confirmation by the court of a special resolution for the reduction of the capital of a company. The ordinary capital of the company was £400,000 in 40,000 shares of £10 each, of which 34,645 had been issued, and the sum of £7 per share had been called up, but upon 1,677 of the shares calls were in arrear, the total amount in arrear being £2,572. The resolution provided for the reduction of the ordinary capital to £240,000, by writing off the sum of £4 per share, so that the ordinary shares should be £6 shares, the sum of £3 per share being deemed to have been paid up on the 34,645 shares which had been issued. There were also 5,000 preference shares of £10 each, of which 1,387 had been issued and paid up in full. These shares were not to be reduced at all. They were entitled to a preference in the distribution of assets, as well as to a preference in respect of dividend.

North, J., confirmed the resolution, and approved of the following minute for registration:—"The capital of the company is £290,000, divided into 40,000 ordinary shares of £6 each, and 5,000 preference shares of £10 each, instead of £450,000, divided into 40,000 ordinary shares of £10 each and 5,000 preference shares of £10 each. At the time of the registration of this minute 34,645 of the said ordinary shares of £6 each are issued, on each of which the sum of £3 has been, and is to be deemed to be, paid up, except that calls, amounting in the whole to £2,572, are in arrear on 1,677 of such shares; and of the said 5,000 preference shares of £10 each, 1,387 are issued and are fully paid up. At the time of the registration of this minute the residue of the said 40,000 ordinary shares—viz., 5,355—and the residue of the said preference shares—viz., 3,613—are unissued, and nothing is to be deemed to be paid up thereon."—Counsel, *Napier Higgins*, Q.C., and *P. S. Stokes*. Solicitors, *Parker, Garrett, & Parker*.

Re THE DORE GALLERY (LIM.)—North, J., 7th March.

Practice—Cross-Examination of Witnesses on Affidavits—Order of Examination—R. S. C., XXXVII., 22; XXXVIII., 1.

A shareholder in this company applied to the court, by motion under section 35 of the Companies Act, 1862, to have the register of members rectified by removing his name therefrom. When the motion came on to be heard, the applicant asked that the witnesses who had made affidavits on behalf of the company might be cross-examined upon their affidavits. The motion was then ordered to stand over, and an order was made that the witnesses on both sides should attend for cross-examination before an examiner, if the opposite party should desire to cross-examine them. An appointment for the cross-examination was made by the examiner, and the counsel, solicitors, and witnesses of both parties attended. The witnesses on each side were tendered for cross-examination, and the question arose which witnesses ought to be examined first. It was contended on behalf of each party that the witnesses on behalf of that party ought to be cross-examined first. Rule 22 of order 37 provides that "the practice with reference to the examination, cross-examination, and re-examination of witnesses at a trial shall extend and be applicable to evidence taken in any cause or matter at any stage." The present application was made by the shareholder for directions to the examiner as to the course which ought to be adopted.

North, J., held that the witnesses on behalf of the shareholder ought to be cross-examined first, if the company desired to cross-examine them. —Counsel, *Cozens-Hardy*, Q.C., and *H. Terrell; Napier Higgins*, Q.C., and *J. Chester*. Solicitors, *Kelby & Co.; Gorton*.

BAIRD *v.* WELLS—Stirling, J., 28th February; 1st and 7th March.

Proprietory Club—Injunction to restrain Exclusion of Member.

This was a motion to restrain the defendant Wells, who was the proprietor and secretary of the Pelican Club, from interfering with the plaintiff's use and enjoyment of the club. The plaintiff, having been accused of unseemly conduct at a prize-fight, was summoned to appear before the committee of the club on January 7, 1890; the plaintiff attended accordingly, and the committee came to the conclusion that his conduct was not such as to make his expulsion from the club necessary. The general meeting of the club was held the next day, and a resolution was passed that the conduct of the plaintiff should be referred back to the committee for further consideration. The committee held a further meeting on January 29, and, without hearing the plaintiff, resolved that he should be requested to resign. The evidence shewed that the committee was not one elected in accordance with the rules of the club.

Stirling, J., said that it was settled that the court would not act as a court of appeal from decisions of the committees of clubs. It would entertain three questions only (1) Whether the rules of the club had been observed; (2) whether anything had been done contrary to natural justice; and (3) whether the decision of the committee had been arrived at *bonâ fide*. In the present case the rules of the club had not been observed, for the decision was the decision of a committee not duly elected in accordance with those rules. It was also open to serious question whether the resolution of January 29 could be regarded as representing the unbiassed judgment of the committee after fairly hearing the plaintiff. The question then arose whether this was a case in which the court would interfere by injunction. The case was not one in which the property of the club was vested in trustees for the members, and in which, if the club were dissolved, the assets would be divided among the members. Here the club, as such, had no property; all the property was vested in the proprietor Wells; and if the club were to be dissolved there would be nothing to divide among the members. The court had no jurisdiction to take cognizance of the rules of a voluntary society entered into for the regulation of its own affairs. The plaintiff had not, as a member of the club, any right of property for the protection of which the court could interfere. He had a contract with Wells for the personal use and enjoyment of the club. If that was infringed there might be a claim for damages, but the court could not enforce it by way of specific performance or injunction. He therefore declined to make any order on the motion.—Counsel, *Sir Charles Russell*, Q.C., *Sir Horace Davey*, Q.C., and *De Witt; Hastings*, Q.C., and *Leverett*. Solicitors, *Lumley & Lumley; Lewis & Lewis*.

It is stated that his Honour Judge Russell, of the Manchester and Salford County Courts, is about to place his resignation in the hands of the Lord Chancellor in consequence of failing health.

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 12th inst., Mr. G. Burrow Gregory in the chair. The other directors present were:—Messrs. H. Morten Cotton, Edwin Hedger, John Hunter, J. H. Kays, R. Pennington, Henry Roscoe, Sidney Smith, R. W. Tweedie, F. T. Woolbert, and J. T. Scott, secretary. A sum of £315 was distributed in grants of relief, four new members were admitted to the association, and other general business was transacted.

GLOUCESTERSHIRE AND WILTSHIRE INCORPORATED LAW SOCIETY.

A special general meeting of this society was held at Gloucester on the 5th inst., Mr. Ellett, president of the society, in the chair, to consider the proposed Land Transfer Bill and take steps to co-operate with the Council of the Incorporated Law Society and the Associated Provincial Law Societies in organizing opposition to any measure for the establishment of compulsory registration of titles.

There was a full attendance of members, including Messrs. W. S. Jones and W. Forrester (Malmesbury), G. M. Butterworth (Swindon), James Wintle and M. F. Carter (Newnham), W. Warman and E. N. Witchell (Stroud), F. H. Bretherton, F. W. Jones, A. S. Helps, G. S. Blakeway, H. J. Taynton, E. T. Gardom, and H. Morton York, and E. W. Coren, hon. sec. (Gloucester).

The following resolutions were unanimously adopted:—1. That this general meeting of the Gloucestershire and Wiltshire Incorporated Law Society declares its willingness to promote any well-devised scheme for further simplifying titles and facilitating transfer, but, being convinced that the Lord Chancellor's scheme for establishing compulsory registration of titles will occasion additional expense and delay in the transfer of land, will offer the most determined opposition to that scheme. 2. That the organization which was set on foot against the Bill of last session be renewed on the introduction of the Bill of this session.

Messrs. W. S. Jones (Malmesbury) and E. N. Witchell (Stroud) were nominated as delegates to attend the conference of the provincial societies with the Council of the Incorporated Law Society.

THE HEREFORDSHIRE INCORPORATED LAW SOCIETY.

The following are extracts from the report of the committee presented to the annual general meeting held on March 3:—

Members.—Three members were added to the society last year, making the number at the commencement of this year forty-six.

The Land Transfer Bill.—Early in the year your committee joined with other societies, through the Associated Provincial Law Societies, in organizing an opposition to this Bill. A special committee, consisting of nominees from the Birmingham, Bristol, Leeds, Liverpool, Manchester, Newcastle-on-Tyne, and Herefordshire societies, was appointed to deal with this matter, and your committee selected Mr. Humfrys to serve on such special committee, which held several meetings in London, adopted a series of amendments of clauses, and had interviews with Lords Bramwell, Herschell, and Hobhouse, the latter of whom took charge of such amendments. Your committee wish to take this opportunity of thanking Mr. Humfrys for the share he took in the labours of that committee, which largely contributed to the successful opposition to the Bill in the House of Lords resulting in its ultimate withdrawal. Your committee forwarded a petition to that House against the Bill, which was duly presented by Lord Ormathwaite, who took a prominent part in the opposition. Your committee have heard with regret that the Bill, with all its objectionable features, is to be reintroduced in the coming session, and they would impress upon members the importance of making known as widely as possible the main objection to the measure—viz., that compulsory registration means an increase of expense in transfer of land, either to the taxpayers or to landowners, and that the introduction of such system must, at any rate for a time, seriously hamper the transfer of land. A resolution on the subject will be submitted to the general meeting.

Agricultural customs of Herefordshire.—Your committee recommend the appointment of a sub-committee to investigate and report upon these customs.

EQUITY AND LAW LIFE ASSURANCE SOCIETY.

The annual general meeting of this society took place on the 11th inst., at the society's office, 18, Lincoln's-inn-fields, when the report and accounts for the past year were presented to the shareholders. The report states that the new business for the year 1889 amounted to £511,172, the new premiums on which amounted to £19,360 5s. 6d., which, after making allowance for reassurance, leaves £16,986 7s. 11d., constituting the largest addition that has yet been made to the society's premium income. Taking into consideration that large sums have been received in commutation of renewal premiums, it appears that independently of this the income derived from renewal premiums was greater than in 1888 by £10,433 4s. 8d., which is after allowing for reassurances. The amount of claims have been only two-thirds of the expected amount. As the general result of the year's business the society has been able to make the very substantial addition to its funds of £154,696 8s. 6d., which brings the total of the assets up to £2,315,035. The report finishes up with the statement that the directors will shortly have the pleasure of presenting a report on the sum which will be available for division as bonus, last year having completed the ninth quinquennial period for valuation, and the company will, in all probability, maintain the high position it has gained as a bonus-giving office.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

At a meeting of the Legal and General Life Assurance Society on the 11th inst. the directors submitted their report for the year 1889, being the fifty-third since the establishment of the society, shewing that new assurances were effected during the year, under 600 policies, insuring the sums of £777,392 and £700 a year contingent annuities. The total net premium income was stated to amount to £166,477, being an increase of £15,620 upon that of 1888. The claims amounted to £142,541, being considerably under the expectation. The assets of the society were increased in the year by £100,689, and amounted, on the 31st of December, to £2,37½ 277, yielding an average rate of interest of £4 4s. 8d. per cent. The directors stated that the assets included £1,611,306, invested on mortgages of real and personal property in the United Kingdom, of which £76,170 is invested upon property in Ireland; that all the investments were, they believed, well-secured; and that the interest was punctually paid.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—March 11—Mr. J. C. Wheeler in chair, when the following point was submitted for discussion: "A testator appoints X., Y., and Z. his executors, and bequeaths to each of them a sum of £50 for the trouble they may have in the execution of his will, and also as a mark of his friendship and regard for them. X. renounces probate. Is he entitled to the legacy?" Mr. Cuthbert Curtis opened in support of X, and was supported by Messrs. Parminter, Daniel, and Stringer; who were opposed by Messrs. Marshall, Bolton, Crawford, and Joseph. Mr. Nimmo replied for Mr. Curtis, and on a division the society decided in favour of X. by a majority of two.

LEGAL NEWS.

OBITUARY.

Sir James Taylor Ingham, Chief Magistrate for the Metropolis, died at his residence, 40, Gloucester-square, on the 5th inst., after a short illness, at the age of eighty-five. Sir J. Ingham was the second son of Mr. Joshua Ingham, of Knowl House, Yorkshire. He graduated at Trinity College, Cambridge, and he was called to the bar at the Inner Temple in Trinity Term, 1832. He formerly practised on the Northern Circuit, and at the West Riding of Yorkshire Sessions. In 1849 he was appointed by the late Sir George Grey to a stipendiary magistracy at the Thames Police Court. About ten years later he was transferred to the Hammersmith and Wandsworth Courts, and in 1876, on the death of Sir Thomas Henry, he was appointed Chief Magistrate for the Metropolis, and received the honour of knighthood. As Chief Magistrate Sir J. Ingham had disposed of many important extradition cases. He also conducted the preliminary inquiry into the dynamite prosecutions a few years ago, and he rendered valuable services in preparing the Rules made under the Summary Jurisdiction Act, 1879. He was a magistrate for Middlesex, Berkshire, and the West Riding of Yorkshire. He was married in 1835 to the daughter of Mr. James Penrose, of Woodhill, Cork.

Mr. Thomas William Saunders, barrister, who was till recently a stipendiary magistrate for the metropolis, died at Bournemouth on the 28th ult., aged seventy-six. Mr. Saunders was the second son of Mr. Samuel Saunders, of Bath, and was called to the bar at the Middle Temple in Trinity Term, 1837, and he was formerly a member of the Western Circuit. He had for many years a large criminal practice. He was for a short time recorder of Dartmouth, and from 1860 till 1868 he was recorder of the city of Bath. He acted for several years as a revising barrister, and afterwards as a commissioner for the trial of municipal election petitions. Mr. Saunders was the author of a treatise on the Law of Negligence, and he had edited several criminal law text-books. In 1878 he was appointed by the present Lord Cross to a stipendiary magistracy at the Thames Police Court, but a few weeks ago he resigned on account of failing health. Mr. Saunders was married in 1854, to the daughter of Mr. William Galpine, of Newport, Isle of Wight.

Mr. George Lyus, solicitor, of Diss, died on the 21st ult., at the age of seventy-eight, after a long illness. Mr. Lyus was articled to the late Mr. French, of Eye. He was admitted a solicitor in 1837, and he had practised for about forty-five years at Diss. He had an extensive practice, and he was for several years clerk to the trustees of the Framlingham Estate Charity. He had been for several years associated in partnership with his son, Mr. Henry Ormiston Lyus, who was admitted a solicitor in 1872, and is clerk to the Diss Local Board. Mr. Lyus was for many years churchwarden of Diss parish, and a member of the Diss Local Board and Burial Board. He was buried on the 25th ult.

APPOINTMENTS.

Mr. James Peter Piper, solicitor (of the firm of Whyley & Piper), of Bedford, has been elected Town Clerk of that borough, in succession to the late Mr. Theed William Pearse. Mr. Piper is deputy-coroner for Bedfordshire. He was admitted a solicitor in 1862. His partner, Mr. Mark Whyley, is clerk of the peace for the borough, and coroner for the county.

Sir Albert Kaye Rollit, LL.D., M.P., solicitor, of 12, Mark-lane, and of Hull, and Cottingham, has been elected President of the Association of Municipal Corporations for the ensuing year. Sir A. Rollit is the son of Mr. John Rollit, solicitor, of Hull. He was educated at King's College, London, and graduated LL.D. of the University of London in 1866. He was admitted a solicitor in 1863. He has been twice Mayor of Hull. He is in partnership with his younger brother, Mr. Arthur Rollit, who is registrar of the Hull County Court. He received the honour of knighthood in 1885. Sir A. Rollit has been M.P. for South Islington in the Conservative interest since 1886.

Mr. Theodore Henry Shuckburgh Capron, solicitor, of Oundle, has been appointed a Commissioner for Oaths.

Mr. Frederick Bodenham, solicitor (of the firm of James, Bodenham, & James), of Hereford, has been elected President of the Hereford Incorporated Law Society for the ensuing year. Mr. Bodenham is clerk of the peace for the City of Hereford. He was admitted a solicitor in 1857. His senior partner, Mr. John Gwynne James, is clerk to the Commissioners of Taxes for the city of Hereford and to the county magistrates.

Mr. Samuel Smith, solicitor (of the firm of Walker, Smith, & Way), of Chester, has been elected President of the Chester and North Wales Incorporated Law Society for the ensuing year. Mr. Smith is town clerk of the City of Chester. He was admitted a solicitor in 1857.

Mr. Charles Frederick Gill, barrister, has been appointed Recorder of the City of Chichester, on the resignation of Mr. John James Johnson, Q.C. Mr. Gill is the eldest son of Mr. Charles Gill, of Clapham. He was called to the bar at the Middle Temple in Easter Term, 1874, and he is a member of the South-Eastern Circuit. He is one of the prosecuting counsel to the Treasury at the Central Criminal Court, and he is also junior counsel to the London Bankers' Association.

Mr. Lawrence Hargreaves Wraith, solicitor, of Darwen, has been appointed a Poor Law Auditor. Mr. Wraith was admitted a solicitor in 1870.

Mr. John Woodward Bowett Housley, solicitor, of Retford, has been appointed Deputy-Coroner for the Newark Division of Retford. Mr. Housley was admitted a solicitor in 1885.

Mr. Henry Lancelot Walter Godwin, solicitor, of 51, Wool Exchange, Coleman-street, and of Colney Hatch and Southgate, has been appointed Solicitor to the Southgate Local Board. Mr. Godwin is solicitor to the Edmonton School Board. He was admitted in 1868.

CHANGES IN PARTNERSHIP.

Dissolutions.

Arthur Hepburn Hastie and Robert Payne Crawfurd, solicitors (Hasties & Crawfurd), 65, Lincoln's-inn-fields, London. March 1.
[*Gazette*, March 7.

William Henry Cory and Henry White, solicitors (Cory & White), of Cardiff, the said William Henry Cory retiring. The said Henry White will, on his own account, henceforth practise under the said style or firm of Cory & White, and at the same address. Dec. 31.
[*Gazette*, March 11.

GENERAL.

On Tuesday Mr. Justice North mentioned that he hoped to finish the witness actions next week. At any rate, he did not intend to commence any fresh witness actions during the present sittings after next week.

At the Nottingham Assizes on Saturday, before Mr. Baron Pollock, Wilhelm Edward Hermann Arnemann, was indicted for shooting at Mr. Bristowe, judge of the Nottingham County Court, with intent to murder, and was sentenced to penal servitude for twenty years.

The *St. James's Gazette* says that Mr. G. J. Foster, the record keeper of the principal Probate Registry, now in Somerset House, has just entered on the sixtieth year of his service in the registry, which, until the removal to Somerset House in 1874, was in Doctors' Commons, and known there as the "Will Office," the "Prerogative Office," or "Probate Registry." Many officials of the registry have been there for about fifty years, and some for fifty-six and fifty-eight years; but Mr. Foster is believed to be the first who has reached his sixtieth year of service.

At the assizes at Carnarvon on the 5th inst., Peter John Webster, solicitor, of Conway, was charged at the instance of the Incorporated Law Society with having on May 14, 1889, subscribed to a false declaration. There was also a second indictment against the defendant for falsely making a statutory declaration that he had not practised as a solicitor during a period in which his certificate had lapsed. In summing up, the judge said the only point to consider was, Did the defendant act with wilful intention. The jury found the accused not guilty, and the result was received with cheers.

A correspondent of the *Times* writes:—Mr. Alexander Grahame, whose death took place on Friday week at his house in Regent's-park, was the head of the well-known firm of Parliamentary agents, Grahames & Co., of Great George-street, Westminster. He was the oldest member of a profession of which Sir George Theodore Martin is the best known member, and his tall, spare, active figure was a familiar one about the lobbies of both Houses of Parliament. He had large experience of Parliamentary practice, but his loss, no doubt, will be more felt by the many Scotchmen in London to whom he was adviser in doubts, helper in difficulties, and host always. Though in his eightieth year, he worked on as usual till within a week of his death.

The Public Trustee Bill came before the Standing Committee of the House of Lords on Tuesday last. Lord Thring proposed to omit from the first clause the condition that where the trust property held by the public trustee is of such a nature as to involve, irrespectively of the terms of the trust, the payment of any rent-call or debt, or the discharge of any other liability, the public trustee shall not be liable therefor, except so far as the trust property is available to meet the same. Viscount Cross feared that if these words were struck out, and others not inserted in lieu thereof, the effect would be to destroy the Bill utterly. The Lord Chancellor also defended the clause, and on a division the amendment was rejected by fifteen to six. At the suggestion of the Earl of Belmore, the word "English" was struck out of the second clause, so that the public trustee may be appointed to be trustee of any will, or marriage or other family settlement, &c. On the consideration of the fourth clause, which provides that the Consolidated Fund shall be liable to make good any liability arising out of any fraud on the part of the public trustee, it was pointed out that the clause was not sufficiently comprehensive, and, in order that it might be extended, the Bill was sent back to the House. The Trust Companies Bill next came before their lordships. The Lord Chancellor moved to amend clause 2, so as to confine the object of a trust company to acting as executor under any will and as a trustee, but, on a division, the clause was adopted as drafted. On the motion of the chairman, clause 24 was struck out, and a clause inserted therefor identical in terms with clause 11 of the Public Trustee Bill, as to the employment of solicitors and banks in trusts. The Bill as amended was ordered to be reported.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.		Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, March	17	Mr. Clowes	Mr. Beal	Mr. Carrington
Tuesday	18	Jackson	Pugh	Lavie
Wednesday	19	Clowes	Beal	Carrington
Thursday	20	Jackson	Pugh	Lavie
Friday	21	Clowes	Beal	Carrington
Saturday	22	Jackson	Pugh	Lavie
		Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, March	17	Mr. Farmer	Mr. Pemberton	Mr. Leach
Tuesday	18	Rolt	Ward	Godfrey
Wednesday	19	Farmer	Pemberton	Leach
Thursday	20	Rolt	Ward	Godfrey
Friday	21	Farmer	Pemberton	Leach
Saturday	22	Rolt	Ward	Godfrey

WINDING UP NOTICES.

London Gazette.—Friday, March 7.

JOINT STOCK COMPANIES.

Limited in Chancery.

Building Societies Trust, Limited—Petn for winding up, presented Feb 25, directed to be heard before Chitty, J, on Saturday, March 15 Oddy, Lombard st, solor for petner

Icelina Co, Limited—Petn for winding up, presented March 4, directed to be heard before North, J, on Saturday, March 15 Steadman & Co, Old Broad st, solors for petners

North Australian Territory Co, Limited—By an order made by Kay, J, dated Feb 22, it was ordered that the voluntary winding up of the company be continued Saunders & Co, Coleman st, solors for petners

Lothammer Gas Manufacturing Co, Limited—Petn for winding up, presented March 6, directed to be heard before Chitty, J, on Saturday, March 15 Hatton, Strand, solor for petner

The British Yacht Club, Limited—Creditors are required, on or before April 23, to send their names and addresses, and the particulars of their debts or claims, to Edward Le Ruey, 7, Union ct, Old Broad st

The Syracuse Brewing Union, Limited—Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to Ernest Joseph Hart, 14, Moorgate st Vemming & Co, Gresham House, Old Broad st, solors for liquidator

FRIENDLY SOCIETIES DISSOLVED.

Court Pascoe St Leger Grenfell, A.O.F. Friendly Society, Cuba Hotel Swansea, Glamorgan March 1

Court Victoria, A.O.F. Friendly Society, Dawnays Arms Inn, Newton upon Ouse, York March 1

Limbrick Conquerror Court, A.O.F. Friendly Society, Elephant and Castle, Bolton rd, Adlington, Lancaster March 1

Mynyddwr Lodge, I.O.O.F. Friendly Society, Blaencoed Inn, Conwyl Elfed, Carmarthen March 1

London Gazette.—Tuesday, March 11.

JOINT STOCK COMPANIES.

Limited in Chancery.

Dramatic Opinion, Limited—Petn for winding up, presented March 6, directed to be heard before Stirling, J, on Saturday, March 22 Wilkins, St Swithin's lane, solor for petner

Duckee Portable House Co, Limited—Stirling, J, has, by an order dated Feb 14, appointed James Lakeman, 31, St Swithin's lane, to be official liquidator

GENERAL EXHIBITION SYNDICATE, LIMITED—By an order made by Chitty, J, dated March 1, it was ordered that the syndicate be wound up Nye & Co, Serjeants' inn, Temple, agents for Nye, Brighton, solor for petners

PATENT LATH, SPLINT, AND MATCH SYNDICATE, LIMITED—Kay, J, has fixed Friday, March 21, at 12, at his chambers, for the appointment of an official liquidator

THE MERCANTILE MORTGAGE AND INVESTMENT CO, LIMITED—Creditors are required, on or before April 19, to send their names and addresses, and the particulars of their debts or claims, to J M Jennings and C A Heitzman, 79, St Mary st, Cardiff

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

JOHN TATHAM & SONS, LIMITED—Petn for winding up, presented March 10, directed to be heard before Bristowe, VC, at the Assize Courts, Strangeways, Manchester, on Thursday, March 20, at 10.30 Knott, Manchester, agent for Wade & Co, Bradford, solors for petners

FRIENDLY SOCIETIES DISSOLVED.

ANCIENT ORDER OF SHEPHERDS FRIENDLY SOCIETY, Chequers Hotel, Uxbridge, Feb 18

BRITISH FEMALE BENEFIT SOCIETY, Plough and Harrow Inn, Redditch, Worcester Feb 28

CABINET MAKERS' BENEFIT SOCIETY, Coopers' Arms, Huntingdon st, Hoxton March 4

NEW YEAR'S UNITED UNION BENEFIT SOCIETY, Rising Sun, Lower Castle st, Bristol March 5

SANCTUARY TOWNSEND'S PRIDE, A.O, Shepherds Friendly Society, White Hart Tavern, Clifton st, Finsbury March 5

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 28.

BAKER, JOHN LAKE, Hargrave, Northampton, Farmer. March 31. Nichols v Baker, Chitty, J. Toogood, New inn, Strand

BURNETT, JAMES, Eccles, Lancaster, of no occupation. March 18. Burnett v Burnett, Stirling, J. Challinors & Shaw, Leek

MAY, JOHN VENABLES, Wood st, Artificial Florist. March 31. Crawford v May, North, J. Rogers, Basinghall st

NICHOLSON, JOHN, Thorne, York. March 31. Nicholson v Nicholson, North, J. Blacklock, Leeds

PANTAZIDES, ARGYRIUS, Cairo, Egypt. April 9. Pantazides v Pantazides, Stirling, J. Royle, Bedford row, Holborn

London Gazette.—TUESDAY, March 4.

JUDD, WALTER THOMAS, Tunbridge Wells, Builder. March 31. Bristow v Judd, Stirling, J. Stone, Tunbridge Wells

SHAW, CAROLINE, Cambridge sq, Paddington. April 7. Hall v Middleton, Chitty, J. Dibdin, Red Lion sq

WYCH, JAMES, Gee Cross, Hyde, Hatter. April 7. Wych v Higginbottom, Chitty, J. Dixon, Northwich

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, March 4.

ARMITAGE, WILLIAM, Heddon on the Wall, Northumberland, Blacksmith. April 1. Thomas Johnston, Dean st, Newcastle on Tyne

ATKINSON, ELIZA, Saltash, Cornwall. March 14. Rodd, jun, East Stonehouse, Devon

BARNES, JOHN, Burnley, Rope Manufacturer. March 29. Nowell, Burnley

BATCHELOR, FRANCES BOWER, Southsea. April 11. Marshall, Southsea

BELL, JOSEPH, Leeds, Gent. April 15. Middleton & Sons, Leeds

BRINDLE, RICHARD, Radcliffe, Lancs, Labourer. April 12. Clayton & Horsfield, Radcliffe, nr Manchester

BROOKE, Rev. JOHN, St Katherine's, Northampton. March 31. Chambers & Chambers, Brighouse

BUCKNELL, ROBERT, Knowstone, Devon, Yeoman. March 31. Loosemore, Tiverton

CAMBRIDGE, GEORGE, Bath, Pianoforte Tuner. March 31. Gill & Bush, Bath

CARTER, JOSIAH, Leeds. March 22. Haworth, Manchester

CHESSMAN, WILLIAM, Patrington, Yorks, Gent. April 8. Watson & Co, Hull

COMB, JAMES WILLIAM, Chapel pl, Belgrave sq. April 4. Scard, Blackheath rd

CRAVEN, FULWAR JOHN COLQUITT, Andoversford, Glos, Esq. April 1. Farrer & Co, Lincoln's inn fields

CURTIS, HENRY, Leamington, Gent. March 31. Wright & Hassall, Leamington

DREWE, FRANCES AUGUSTA, Cambridge rd, Kilburn. April 12. Ward, Maidenhead

DUKE, EDWARD, Pembridge villas, Bayswater, Solicitor. March 30. Gibson, Lincoln's inn fields

FISHER, FRANCIS, Chediston, Suffolk, Farmer. April 5. Goodchild, Norwich

FOTHERINGHAM, DAVID, Amelia st, Walworth rd, Barman. April 15. Mills & Co, Brunswick pl, City rd

GANE, ABEL, Weston super Mare, Gent. April 19. Gywnn & Co, Bristol

GIBSON, AMELIA, Strood, Kent. Feb 25. Robinson, Strood

GOLDS, MARY, York pl, Brighton. April 10. Stuckey & Co, Brighton

HALLGATH, MARY ANNE, Seacombe, Chester. April 1. Grace & Smith, Liverpool

HAYWARD, EDWARD, Rood lane, Tea Broker. April 8. Dean, Clement's inn, Strand

HENRIQUES, ELIZABETH, Gaisford st, Kentish Town. May 1. Myatt, Abchurch lane, Cannon st

HOMFRAY, WILLIAM HENRY, Storey's gate, Civil Engineer. April 1. Street & Poynder, Lincoln's inn fields

JONES, WILLIAM, Pickering pl, Bayswater, Civil Servant. April 2. Collings & Co, Buckingham st, Strand

LOWE, FRANCIS, Kingston, Jamaica, Esq. April 12. Thompson & Light, New inn, Strand

LUDWIG, WILHELM RUDOLPH, Brackebusch, Stony Stratford, Bucks, Schoolmaster. April 12. Stephens & Stephens, Essex st, Strand

MEADE, EDWARD RICHARD, Hill st, Berkeley sq, Esq. March 31. Leman & Co, Lincoln's inn fields

METCALF, ANN CATHERINE, Patrington in Holderness, Yorks. April 8. Watson & Co, Hull

MIDDLEBROOK, JOHN, Scarborough, Gent. April 5. Butler & Middlebrook, Leeds

MILFORD, JOHN, Thorverton, Devon, Builder. April 8. Prickman & Risden Exeter

MONTAGU, Lieut Col JAMES VAN HARTHALS, Ulverston. Church, Lincoln's inn fields

NEWMAN, MARY ANN, Dartford, Kent, Grocer. April 15. Saxton & Morgan, Somerset st, Portman sq

NIXON, EMMA, Vernon st, Derby. April 1. Moody & Woolley, Derby

PAY, MARY ANN, Old Kent rd. April 1. Dawes & Sons, Angel ct, Throgmorton st

ROWE, GEORGE, Romberg rd, Upper Tooting, Gent. April 12. H J & T Child, Paul's Bakehouse ct, Doctor's Commons

SAUNDERS, CHARLES BUBSLEM, Dulwich, Surrey, Esq., C.B. April 7. Byrne & Lucas, Surrey st, Strand

SAYLE, JOHN, Liverpool, Plasterer. April 3. Wright & Co, Liverpool

SCOUGAL, JAMES, Mark lane, Merchant. April 10. Tabor & Matthews, Bush lane, Cannon st

SOUTHWICK, RICHARD, Bewholme, Yorks, Farmer. April 28. Silvester & Son, Beverley

SPURR, ELLEN, East pk ter, Southampton. March 20. Candy & Candy, Southampton

SUTTON, Rev THOMAS, Sunk Island, Yorks, Clerk. April 8. Watson & Co, Hull

STEPNEY, SAMUEL, St George's sq, Pimlico. March 29. Hartley & Co, Birchin lane, Cornhill

SWAINSON, AMY MAHALA, Wandsworth rd. March 31. Crosse & Sons, Lancaster pl, Strand

SYKES, WILLIAM, Morley, Yorks, Stonemason. March 31. Butler & Middlebrook, Leeds

TAFT, DAVID, Helpringham, Lincs, Draper. March 31. Rogers & Jessopp, Sleaford

THACKERY, JAMES, Stonebeck Down, Yorks, retired Farmer. March 22. Oddie, Pateley Bridge

THOMAS, MARY, Church st, Cardiff. May 30. Ann Thomas, Church st, Cardiff

UPTON, LEWIS, Exmouth, Devon, Captain in H.M.'s Army. March 26. Roopers & Whately, Lincoln's inn fields

VICKERS, AGNES, Lindal in Furness, Lancs. March 25. Tyson, Dalton in Furness

WATSON, JOHN, Sunderland, Theatre Proprietor. April 10. Bowey, Sunderland

WOOD, ABSALOM, Burslem, Staffs, Earthenware Manufacturer. March 31. Bennett & Baddeley, Hanley

London Gazette.—FRIDAY, March 7.

ALLEN, HENRY, Bury St Edmunds, Medical Practitioner. April 14. Gush & Co, Finsbury circus

ATTY, CATHERINE ADELINE, Rugby. March 28. Seabroke, Rugby

BOWRING, CHARLES, Derby, Wine Merchant. April 21. Small, Burton on Trent

BROWNE, MARY ANN, Hatcham terr, New Cross rd. March 25. Reep & Co, Great St Thomas Apostle

BYRON, Hon. MARY, Portland place. April 18. Watson & Co, Nottingham

COOK, ARTHUR NEWTON, Ethelden rd, Uxbridge rd, Shepherd's Bush, Brush Maker. April 12. Ellen Jane Cook, Stowe rd, Shepherd's Bush

COOPER, MARY ANN, Worcester. March 25. Coren & Son, Gloucester

DENNIS, WILLIAM FREDERICK, Leadenhall st, Merchant. April 14. Van Sandau & Co, King st, Cheapside

DU CANE, Sir CHARLES, Braxted Park, Essex, K.C.M.G.. May 1. Blood, Witham

DUNN, JOHN GEORGE, Harley st, Gent. May 7. Harwood & Stevenson, Lombard st

FARNFIELD, CHARLES EDWARD, King st, Cheapside, Surveyor. April 10. Braund, Furnival's inn

GOODMAN, GEORGE, March, Isle of Ely, Gent. April 12. Robins & Co, Lincoln's inn fields

HAGGARD, WILLIAM GEORGE, Moorgate, Rotherham, Yorks. May 1. Oxley & Coward, Rotherham and Sheffield

HANCOCK, JOSEPH MARRIOTT, Sidney sq, Commercial rd, Licensed Victualler. April 21. Wright & Wright, Queen Victoria st

HARDY, MARY, Cosby, Leics. April 18. Baines, Leicester

HARRIS, MARY, Chorlton upon Medlock, Manchester. May 1. Crowther, Manchester

HAWORTH, JOHN, Oswaldtwistle, Lancs, Chemical Manufacturer. April 10. Sandeman, Accrington

HEADON, THOMAS WILLIAM, Fenchurch st, Shipbroker. April 16. Greening, Fenchurch st

HEMSWORTH, Rev. AUGUSTUS BARKER, Bacton, Suffolk, Clerk. April 16. Weddall & Co, Selby

HOLT, JOHN, formerly of Heywood, Lancs. March 15. Banks, Heywood

HUNTLEY, SAMUEL, Tunbridge Wells, Innkeeper. April 30. Cripps & Son, Tunbridge Wells

JACKSON, SAMUEL, Tapton, Sheffield, Gent. April 15. Nelson & Co, Leeds

JESSE, RICHARD, Houghton on the Hill, Leics, Commander R. N. May 1. Blood, Witham, Essex

KING-HARMAN, GERALD LUCIDAS, Scarborough, Commander R.N. April 9. Wynne & Son, Lincoln's inn fields

LATTIMORE, CHARLES HIGBY, Wheathampstead Place Farm, nr St Albans. April 30. Spence & Co, Hertford

MASON, WALLIS, Birmingham, Gent. May 1. Ryland & Co, Cannon st

MILLWARD, WILLIAM, Birmingham, Electro Plater. April 10. Jaques & Sons, Birmingham

MOON, JOSEPH, Eccles, Lancs, Cattle Dealer. April 1. Bowden & Walker, Manchester

MANN, SAMUEL WILLIAM, Bishopsteignton, Devon, Builder. May 1. Tozer & Co, Teignmouth and Dawlish

NEWSON, ROBERT RANDALL, Wokingham, Berks, Insurance Agent. April 12. Lake, Railway approach, London bridge

OULDS, WILLIAM, Market pl, Oxford st, Oilman. May 1. Dale, Furnival's inn

PARRELL, ANN AMELIA, Beckenham, Kent. Mar 31. Maxwell, Southsea chbrs, Bishopsgate st within

PEEL, GEORGE HENRY, Hereford, Gent. April 30. Hill, Crewe

REEVE, MARY ANN, Pyrland rd, Islington. April 15. Young, Clement's inn

RENDLE, FANNY, Gunterstone rd, West Kensington. March 31. Halses & Co, Old Burlington st

RIGBY, THOMAS JAMES, Comberbach, Chester. April 7. A & J E Fletcher, Northwich

SMITH, EDWARD CHARLES, Witham, Essex, Grocer. May 1. Blood, Witham

SMITH, PROTHEROE, Park st, Dr. April 5. Stevens & Co, Queen Victoria st

STEVENS, GEORGE, Banbury, Grocer. April 30. Kilby & Mace, Banbury

HOBP, SAMUAL WRIGHTSON, Grosvenor rd, South Norwood, Gent. April 23. Garrard, Worcester

TRACY, HENRIETTA HANBURY, Chesham pl. April 18. Bowlings & Co, Essex st, Strand

VIRET, CAROLINE, St Luke's rd, Westbourne pk. April 7. Scott & Baker, Gray's inn sq

WARREN, JOHN, Eaton Bray, Beds, Plait Dealer. April 17. Newton & Co, Leighton Buzzard

WEBB. WILLIAM, Ashtead, Surrey, Farmer. April 12. Miller & Co, Salter's Hall ct, Cannon st

WILLIS, GEORGE, Tiverton, Chester, Dairy Instructor. April 7. Bate, Chester

WINGFIELD, JOHN HOPE, Piccadilly, General in H. M. Army. April 1. Willoughby, Lancaster pl, Strand

WOOLLEY, JOSEPH, Condor, Derby, Gent. April 10. Peake, Ripley

YOUNG, JOHN, St John's Hill, New Wandsworth, Gent. April 20. Corsellis & Co, Wandsworth

BANKRUTPCY NOTICES.

London Gazette—FRIDAY, March 7.

RECEIVING ORDERS.

AKHURST, GEORGE, Southampton st, Camberwell, late Cheesemonger High Court Pet March 3 Pet March 3

BAKER, HENRY, Cardiff, Commercial Traveller Cardiff Pet March 3 Ord March 3

BAYLY, FREDERICK, Bath, retired Officer of H M's Army Bath Pet Feb 24 Ord March 5

BIRKBY, ROBERT, Wakefield, Butcher Wakefield Pet Feb 26 Ord March 3

BROWN, JOHN GEORGE, Bolton, Plumber Bolton Pet March 5 Ord March 5

CALLIS, EDWARD JAMES, Leicester Baker Leicester Pet March 4 Ord March 4

COLE, JAMES, Deritend, Birmingham, Engine Driver Birmingham Pet March 5 Ord March 5

FENTON, EDWIN, Mile End rd, Wholesale Ironmonger High Court Pet March 3 Ord March 3

FLYNN, ALFRED JAMES, and WALTER SYDNEY FLYNN, Bristol, Builders Bristol Pet March 4 Ord March 4

GALLOWAY, JAMES, Wellington, Salop, late Watchmaker Leeds Pet Feb 15 Ord March 4

GREGORY, ALICE MARY, Bournemouth, Dressmaker Poole Pet March 4 Ord March 4

GRIFFITHS, JOHN, New Swindon, Wilts, Baker Swindon Pet March 4 Ord March 4

HEATH, SAMUEL, Hanley, Ironmonger Hanley Pet Feb 25 Pet March 1

HEAVEN, WALTER, Balsall Heath, King's Norton, Worcester, late Manufacturer Birmingham Pet March 5 Ord March 5

HODDELL, COPE, Coventry, Watch Manufacturer Coventry Pet Feb 18 Ord March 3

JACKSON, JOHN, JOHN DUTTON HOYLE, and EDWARD LAWLESS, Bacup, Lancs, Manufacturing Confectioners Salford Pet Feb 25 Ord March 3

LEWIS, THOMAS PHILLIP, Wiston, Pembroke, Farmer Pembroke Dock Pet March 3 Ord March 3

MORRELL, WILLIAM, The Avenue, Acre lane, Brixton, late Restaurateur High Court Pet March 3 Ord March 3

MANLEY, JOHN THOMAS, Tonbridge, Clerk in Holy Orders Tunbridge Wells Pet March 4 Ord March 4

MARSH, ROBERT, Cheltenham, Beerhouse keeper Cheltenham Pet March 1 Ord March 1

MCQUINN, JOSEPH, Runcorn, Boot Manager Warrington Pet March 4 Ord March 4

MEDLAND, JAMES, Devonport, Baker East Stonehouse Pet March 4 Ord March 4

MOORE, FREDERICK JOHN, Hastings, Grocer Hastings Pet Feb 22 Ord March 4

MUSLIN, ISRAEL, Birmingham, Tailor Birmingham Pet March 4 Ord March 4

NEVELL, CHARLES HENRY, and FREDERICK SAMUEL NEVELL, Queen's parade, Clapham Junction, Hosiers Wandsworth Pet Feb 26 Ord March 4

NORRIS, ELIZABETH, Cardiff, Ironmonger Cardiff Pet March 4 Ord March 4

PAGE, GEORGE FREDERICK, Warwick, Boot Manufacturer Warwick Pet Mar 4 Ord Mar 4

PALMER, HENRY WILLIAM HAMBLIN, St Martin's lane, Auctioneer's Clerk High Court Pet Mar 3 Ord Mar 3

PEARCY, CHARLES, Poole, Builder Poole Pet Jan 31 Ord Mar 3

PIPE, CHARLES HENRY, De Beauvoir cres, Kingsland, Manufacturing Upholsterer High Court Pet Mar 3 Ord Mar 3

PITTS, CHARLES, Exeter, Baker Exeter Pet Mar 3 Ord Mar 3

PRESTON, JAMES, Ilminster, Somerset, Innkeeper Taunton Pet Mar 4 Ord Mar 4

SAYLES, JOSHUA, Rastrick, Yorks, Butcher Halifax Pet Mar 3 Ord Mar 3

SMITH, HORACE GUY, Liverpool st, King's Cross, Theatrical Manager High Court Pet Feb 11 Ord Mar 3

TILLEY, JESSE, and GEORGE THOMPSON, Derby, Builders Derby Pet Mar 4 Ord Mar 4

TINKER, HERBERT, Huddersfield, Surveyor Huddersfield Pet Feb 21 Ord Mar 5

TYRRELL, CHARLES MACGREGOR, Bristol, Grocer Bristol Pet Mar 5 Ord Mar 5

WEST, ROWLAND HILL, Taunton, Master of Arts Taunton Pet Mar 3 Ord Mar 3

WICKERT, JOHN GEORGE, Caledonian rd, Baker High Court Pet Mar 4 Ord Mar 4

WILLARD, CHARLOTTE, St Leonards on Sea, Lodging house Keeper Hastings Pet Feb 21 Ord Mar 4

WILLIAMS, OWEN, Beddgelert, Carnarvonshire, Butcher Portmadoc and Blaenau Festiniog Pet Mar 5 Ord Mar 5

WILSON, JOHN, and JOSEPH WILSON, Batley, Yorks, Tailors Dewsbury Pet Mar 5 Ord Mar 5

FIRST MEETINGS.

ADAMS, EDWARD JAMES, Acocks Green, Worces, late Optician March 18 at 3 25, Colmore row, Birmingham

AKHURST, GEORGE, Southampton st, Camberwell, late Cheesemonger March 18 at 1 33, Carey st, Lincoln's inn

ALBROW, WILLIAM ERNEST, Gt Yarmouth, Licensed Victualler March 15 at 1 Off Rec, 8, King st, Norwich

BIRKBY, ROBERT, Wakefield, Butcher March 17 at 11 Off Rec, Bond terr, Wakefield

BURMAN, GEORGE ALFRED, Brackley, Northampton, Grocer March 19 at 11.30 1, St Aldate's, Oxford

CHINN, JOHN ROSE, Birmingham, Confectioner March 19 at 11 25, Colmore row, Birmingham

COWELL, ARTHUR, Cambridge, Butcher March 18 at 12 Off Rec, 5, Petty Cury, Cambridge

DAVIES, THOMAS, Pontardawe, Glam, Bootmaker March 14 at 12 Off Rec, 97, Oxford st, Swansea

DE ARTOLA, JOSE MARIA, JORGE DE ARTOLA, RAMON DE ARTOLA, FRANCISCO DE ARTOLA, and DANIEL DE ARTOLA, Austinfriars, Merchants March 27 at 12 Bankruptcy bldgs, Lincoln's inn

FACTOR, DAVID, Crewe, Cheshire, Smallware Dealer March 14 at 2 Royal Hotel, Crewe

FROST, REUBEN HENRY, Colvestone cresct, Dalston, Clerk March 20 at 11 33, Carey st, Lincoln's inn fields

GODWIN, JOHN RICHARD, Great Dover st, Southwark, Coffee Tavern Manager March 20 at 2.30 33, Carey st, Lincoln's inn fields

GREGORY, ALICE MARY, Bournemouth, Dressmaker March 18 at 12.30 Off Rec, Salisbury

GRIFFITHS, EDWIN, Liverpool, Licensed Victualler March 20 at 3 Off Rec, 35, Victoria st, Liverpool

GRIFFITHS, JOHN, New Swindon, Wilts, Baker March 18 at 12 Off Rec, 32, High st, Swindon

HARRISON, WILLIAM SALISBURY, Sunderland, Medical Student March 14 at 12 Off Rec, 25, John st, Sunderland

HARTLEY, JOSEPH RICHARD, Mobwell, Gt Missenden, Bucks, Publican March 15 at 12 1, St Aldate's, Oxford

HAWKINS, BENJAMIN ROGERS, Kentisbeare, Devon, Farmer March 19 at 11 Off Rec, 13, Bedford circus, Exeter

HIGGINS, THOMAS, Warrington, Provision Dealer March 21 at 11.45 Court house, Upper Bank st, Warrington

JACQUES, THOMAS, Bedworth, Warwick, Grocer March 15 at 11 Off Rec, Hertford st, Coventry

JELLEY, JOSEPH, Cannock, Staffs, Licensed Victualler March 19 at 11.15 Off Rec, Walsall

JENNINGS, SARAH ANNE, Liverpool, Milliner March 17 at 12 Off Rec, 35, Victoria st, Liverpool

LISLE, ALFRED ARTHUR, Southampton, Building Material Merchant March 19 at 11 Off Rec, 4, East st, Southampton

LOWE, WALTER, Sneinton, Notts March 14 at 12 Off Rec, St Peter's Church walk, Nottingham

MARSH, ROBERT, Cheltenham, late Beerhouse Keeper March 15 at 4.15 County Court buildings, Cheltenham

MCCLURE, FREDERICK STANLEY (Sep Estate), Lewisham, Kent, Coal Merchant March 14 at 4 119, Victoria st, Westminster

MCCLURE, ROBERT (Sep Estate), Lee, Kent, Coal Merchant March 14 at 4 30 119, Victoria st, Westminster

MCCLURE, ROBERT, and FREDERICK STANLEY MCCLURE, late South st, Greenwich, Coal Merchants March 14 at 3 119, Victoria st, Westminster

MILLWOOD, HENRY JASPER, Mayall rd, Brixton, Boot Manufacturer March 20 at 12 33, Carey st, Lincoln's inn fields

NICHOLS, URIAH, Salford, Engineer March 17 at 11.30 Ogden's chmbrs, Bridge st, Manchester

NORRIS, FREDERICK NELSON, Acton, Carpenter March 14 at 11 16 Room, 30 and 31, St Swithin's lane

PARR, GEORGE, Leicester, Timber Merchant March 14 at 3 Off Rec, 34, Friar la, Leicester

PASK, WILLIAM ALFRED, Reepham, Norfolk, Tailor March 15 at 12.30 Off Rec, 8, King st, Norwich

PEARCEY, CHARLES, Poole, Builder March 17 at 12.30 Off Rec, Salisbury

PITTS, CHARLES, Exeter, Baker March 17 at 12 Off Rec, 13, Bedford circus, Exeter

RICKETTS, JAMES, Yeovil, Wheelwright March 14 at 1 Off Rec, Salisbury

SAYLES, JOSHUA, Rastrick, Yorks, Butcher March 17 at 3 Off Rec, Crossley st, Halifax

SNELLING, JAMES, Pontypridd, Glam, Builder March 14 at 12 Off Rec, Merthyr Tydfil

STANDRING, ARTHUR, Hornsey Park rd, Mercantile Clerk March 19 at 2.30 33, Carey st, Lincoln's inn

STUTTARD, DAVID, JOHN STUTTARD, and TOM STUTTARD, Padiham, Lancs, Cotton Spinners March 14 at 3.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester

TAYLOR, GEORGE PROSSER, Balsall heath, Worcester, Basket Manufacturer March 17 at 3 25, Colmore row, Birmingham

THORPE, EBENEZER, and CHARLEY MALLINSON, Holmfirth, Yorks, Builders March 14 at 3 Haigh & Son, Solicitors, New st, Huddersfield

TILLEY, JESSE, and GEORGE THOMPSON, Derby, Builders March 17 at 2 30 Off Rec, St James's chmbrs, Derby

TINKER, HERBERT, Huddersfield, Surveyor March 19 at 3 Haigh & Son, Solicitors, New st, Huddersfield

TREGURTHA, PHILIP, Newlyn, Paul, Cornwall, Innkeeper March 15 at 12 Off Rec, Boscawen st, Truro

URQUHART, R L, Dover st, Piccadilly, Financial Agent March 19 at 12 33, Carey st, Lincoln's inn

WARLAND, HENRY, Oxford, Grocer March 17 at 11.30 1, St Aldate's, Oxford

WOOLLEY, WILLIAM JOHN, Commercial rd, Tobacconist March 19 at 11 Bankruptcy bldgs, Lincoln's inn

WORMALD, EDMUND, Leeds, Photographer March 17 at 11 Off Rec, 22, Park row, Leeds

YATES, ELIZABETH, Leicester, Boot Manufacturer March 14 at 12.30 Off Rec, 34, Friar lane, Leicester

ADJUDICATIONS.

ALDRIDGE, THOMAS, Lewisham, Kent, Builder Greenwich Pet Jan 4 Ord March 4

BAKER, HENRY, Cardiff, Commercial Traveller Cardiff Pet March 3 Ord March 3

BEAUMONT, F. P., Exeter, Provision Dealer Exeter Pet Feb 5 Ord March 4

BIRKBY, ROBERT, Wakefield, Butcher Wakefield Pet Feb 26 Ord March 5

BROWN, JOHN GEORGE, Bolton, Plumber Bolton Pet March 5 Ord March 5

COSHER, EDWIN JAMES, Prestbury, Glos, Builder Cheltenham Pet Feb 24 Ord March 3

FLYNN, ALFRED JAMES, and WALTER SYDNEY FLYNN, Bristol, Builders Bristol Pet March 4 Ord March 4

FUNNELL, ARTHUR SIMPSON, Iwerne Courtenay, Dorset, Licensed Victualler Dorchester Pet Feb 27 Ord March 3

GRIFFITHS, EDWIN, Liverpool, Licensed Victualler Liverpool Pet Feb 11 Ord March 3

GRIFFITHS, JOHN, New Swindon, Wilts, Baker Swindon Pet March 4 Ord March 4

HARRIS, LEON, Plasket lane, Upton Park East, Varnish Manufacturer High Court Pet Feb 24 Ord March 3

HART, DAVID JOHN, Teddington, Builder Kingston, Surrey Pet Feb 6 Ord March 5

HARTLEY, JOSEPH RICHARD, Mowbell, Great Missenden, Bucks, Publican Aylesbury Pet Feb 25 Ord March 4

HARWOOD, RICHARD, Littlehampton, Sussex, Builder Brighton Pet Feb 14 Ord March 3

HAWKINS, BENJAMIN ROGERS, Kentisbeare, Devon, Farmer Exeter Pet Feb 10 Ord March 5

HURST, RICHARD, Ulverston, formerly Beerhouse Keeper Ulverston Pet Feb 7 Ord March 4

KINZETT, HARRY HARWOOD, Crampton st, Newington butts, Engineer High Court Pet Feb 25 Ord March 4

LEWIS, THOMAS PHILIP, Wiston, Pembs, Farmer Pembroke Dock Pet March 3 Ord March 3

MARSH, ROBERT, Cheltenham, late Beerhouse Keeper Cheltenham Pet March 1 Ord March 1

MCCLURE, ROBERT, and FREDERICK STANLEY MCCLURE, South st, Greenwich, Coal Merchants Greenwich Pet Feb 22 Ord March 4

MCQUINN, JOSEPH, Runcorn, Bootmaker's Manager Warrington Pet March 4 Ord March 5

NORRIS, ELIZABETH, Cardiff, Ironmonger Cardiff Pet March 4 Ord March 4

PALMER, HENRY WILLIAM HAMBLIN, St Martin's lane, Auctioneer's Clerk High Court Pet March 3 Ord March 3

PIPE, CHARLES HENRY, De Beauvoir crescent, Kingsland, Manufacturing Upholsterer High Court Pet March 3 Ord March 3

PITTS, CHARLES, Exeter, Baker Exeter Pet March 3 Ord March 3
PRESTON, JAMES, Uminster, Somerset, Innkeeper Taunton Pet March 4 Ord March 4
RIDLEY, GABRIEL, West Smethwick, Staffs, late Baker West Bromwich Pet Feb 28 Ord March 4
SAYLES, JOSHUA, Rastrick, Yorks, Butcher Halifax Pet March 3 Ord March 3
SCHOFIELD, ROBERT, Basingstoke, Hants, Grocer Winchester Pet Jan 28 Ord March 3
SINGLETON, ALFRED JOHN, Clifton, Bristol, Artist's Colourman Bristol Pet March 1 Ord March 3
STALEY, WILLIAM AUGUSTUS STEPHEN, Fasset sqr, Dalston, Commercial Traveller High Court Pet March 1 Ord March 3
TETLOW, JAMES, Godley, Cheshire Ashton under Lyne and Stalybridge Pet Feb 14 Ord March 4
THORPE, EBENEZER, and CHARLEY MALLINSON, Holmfirth, Yorks, Builders Huddersfield Pet Feb 28 Ord March 3
TILLEY, JESSE, and GEORGE THOMPSON, Derby, Builders Derby Pet March 4 Ord March 4
VARDON, GEORGE UNSWORTH, Presteigne, Radnorshire, Grocer Leominster Pet Jan 28 Ord March 3
WEST, ROWLAND HILL, Taunton, Master of Arts Taunton Pet March 3 Ord March 3
WILDERSPIN CHARLES, Swavesey, Cambs, Builder Peterborough Pet Dec 31 Ord March 3
WORMALD, EDMUND, Leeds, Photographer Leeds Pet Feb 25 Ord March 5

ORDER RESCINDING RECEIVING ORDER AND DISMISSING PETITION.

DALE, HENRY FRANK, Strand, Commission Agent High Court Rec Ord Feb 18 Rescis and Dis March 4

London Gazette.—TUESDAY, March 11.

RECEIVING ORDERS.

ASLING, JOHN, Sibsey, Lincs, Farmer Boston Pet March 6 Ord March 6
BARBER, ELIZABETH SARAH, Cambridge, Lodging House Keeper Cambridge Pet March 7 Ord March 7
BRIGGS, HERBERT FLETCHER, Gateshead, Builder Newcastle on Tyne Pet March 7 Ord March 7
BROOKE, ALFRED, Bradford, Woolstapler Bradford Pet March 6 Ord March 6
BROWN, ELIZABETH, Warwick, Grocer Warwick Pet March 7 Ord March 7
CHATFIELD, GEORGE, Northwood, Hanley, Innkeeper Hanley Pet March 7 Ord March 7
DAWES, FREDERICK ROBERT, Peckham rye, Carpenter High Court Pet March 6 Ord March 6
DENTON, EDMUND BASIL, Clement's lane, Stockbroker High Court Pet March 8 Ord March 8
DRUIFF, LIONEL, Hatton grdn, Holborn, Optician High Court Pet March 8 Ord March 8
FAUCHEUX, FELIX HUMANITE MARIANNE, late of Deal, Manager of Factory for the Kentish Provident Manufacturing Soc Canterbury Pet March 5 Ord March 5
FOX, CHARLES, Spitalfields, Thorpe, Norwich, Publican Norwich Pet March 7 Ord March 7
GARRARD, JOHN AUSTIN, Bristol, Commission Agent Bristol Pet March 6 Ord March 6
GERRIE, GEORGE, Birmingham, Draper Birmingham Pet March 6 Ord March 6
GREEN, WILLIAM, Nuneaton, Warwickshire, Builder Coventry Pet March 6 Ord March 6
HALLEWELL, JOHN KIRBY, and JOSEPH FIELD RHODES, Bradford, Athletic Outfitters Bradford Pet March 7 Ord March 7
HAMMOND, JOHN JAMES, Rhyl, Flint, Assistant Inspector of Nuisances Bangor Pet March 7 Ord March 7
HARRISON, ELIJAH, Gargrave, Yorks, late Farmer Bradford Pet March 7 Ord March 7
HOPKINS, WILLIAM, Bury st, Chelsea, Captain in the Army and Commissary Corps of Natal High Court Pet Feb 7 Ord March 7
HORTON, FREDERICK FRANCIS, Acocks Green, Worcs, Retired Inland Revenue Officer Birmingham Pet March 6 Ord March 6
JACKSON, EDWARD, jun., Ipswich, late Fancy Toy Dealer Ipswich Pet March 6 Ord March 6
JACKSON, JOHN FARUM, Sach rd, Mount Pleasant, Clapton, Manufacturers' Agent High Court Pet Feb 20 Ord March 7
JAMES, ELIZA, Haverfordwest, Innkeeper Pembroke Dock Pet March 7 Ord March 7
LINGARD, GEORGE, Gt Berkhampstead, Herts, Stonemason Aylesbury Pet March 7 Ord March 7
LODER, JAMES, Barnstaple, Devon, Cabinetmaker's Foreman Barnstaple Pet March 8 Ord March 8
LONG, GEORGE EDWARD, High st, Kensington, Jobmaster High Court Pet Feb 22 Ord March 7
MASSEK, DANIEL, Foleshill, Warwickshire, Cordwainer Coventry Pet March 8 Ord March 8
MESSITER, EDWARD WADE, Reigate, Surrey, Licensed Victualler High Court Pet March 7 Ord March 7
ODELL, WILLIAM, Radwell, nr Baldock, Herts, Farmer Luton Pet March 8 Ord March 8
PEMBERTON, JOHN, Ruabon, Denbighshire, Butcher Wrexham Pet March 7 Ord March 7
PHILLIPS, JAMES, Burrard rd, Hampstead, Vellum Binder High Court Pet March 7 Ord March 7
POULTER, CHARLES, Luton, Beds, Coppersmith Luton Pet March 7 Ord March 7
PRIESTLEY, GEORGE, Manchester, Surveyor Manchester Pet March 5 Ord March 5
RHODES, JOHN WILLIAM, Doncaster, Hairdresser Sheffield Pet March 6 Ord March 6
ROGERS, JACOB, Brockley, Clerk High Court Pet March 8 Ord March 8
SKEGG, GEORGE, Henshaw st, Victualler High Court Pet Feb 19 Ord March 6
STANDING, WILLIAM, Washington, Sussex, Market Gardener Brighton Pet March 8 Ord March 8
STANNERS, FRED, Berkhampstead Common, Herts, Farmer, Aylesbury Pet March 6 Ord March 6
STANYER, EDWARD, Manchester, Waste Merchant Manchester Pet March 8 Ord March 8
TANNER, EDWIN CHARLES, Titchfield, Honts, Farmer Portsmouth Pet March 6 Ord March 6
TWINN, THOMAS, Cambridge, Publican Cambridge Pet March 8 Ord March 8
VINEN, EDWIN CHARLES, Sheffield, Wine Merchant Sheffield Pet March 8 Ord March 8
WALDRON, EGBERT RESTRICK, Christchurch, Mon, Baker Newport, Mon Pet March 7 Ord March 7
WRIGHT, JAMES, St. Albans, Publican St. Albans Pet March 7 Ord March 7

FIRST MEETINGS.

ALDRIDGE, THOMAS, High st, Lewisham, Builder March 18 at 3 119, Victoria st, Westminster
ARCHARD, ALFRED CHARLES, South Audley st, Watchmaker March 21 at 11 33, Carey st, Lincoln's inn
ARDEN, HENRY, Marlborough rd, St John's wood, Gent March 21 at 2.30 33, Carey st, Lincoln's inn
BACKHOUSE, JOHN, Artillery lane, Bishopsgate st March 25 at 2.30 33, Carey st, Lincoln's inn
BARBER, ELIZABETH SARAH, Cambridge, Lodging house Keeper March 27 at 12 Off Rec, 5, Petty Cury, Cambridge
BOULDEN, JOHN, Staplehurst, Kent, Farmer March 21 at 1.30 Off Rec, Week st, Maidstone
BRIGGS, HERBERT FLETCHER, Gateshead, Builder March 20 at 2.30 Off Rec, Pink lane, Newcastle on Tyne
BROOKE, ALFRED, Bradford, Woolstapler March 20 at 11 Off Rec, 31, Manor row, Bradford
BROWN, ALFRED, Chancery lane, Engineer March 25 at 12 33, Carey st, Lincoln's inn
BROWN, JOHN GEORGE, Bolton, Plumber Mar 19 at 11 30 16, Wood st, Bolton
BULMER, JOSEPH, Hunslet, Leeds, General shop Keeper March 19 at 11 Off Rec, 22, Park row, Leeds
CALLIS, EDWARD JAMES, Leicester, Baker March 18 at 12 30 Off Rec, 34, Friar lane, Leicester
FAUCHEUX, FELIX HUMANITE MARIANNE, late of Deal, Factory Manager for Kentish Provident Manufacturing Soc, Lim. March 28 at 9.30 Off Rec, 5, Castle st, Canterbury
FENTON, EDWIN, Mile End rd, Wholesale Ironmonger March 19 at 2.30 Bankruptcy bldgs, Lincoln's inn
FLYNN, ALFRED JAMES, and WALTER SYDNEY FLYNN, Bristol, Builders March 26 at 12.30 Off Rec, Bank chmbrs, Bristol
GARRARD, JOHN AUSTIN, Bristol, Commission Agent March 26 at 1 Off Rec, Bank chmbrs, Bristol
HALL, THOMAS, The Queen's Head Inn, Glanton, Innkeeper March 19 at 2.30 Off Rec, Pink lane, Newcastle on Tyne
HALLEWELL, JOHN KIRBY, and JOSEPH FIELD RHODES, Bradford, Athletic Outfitters March 24 at 11 Off Rec, 31, Manor row, Bradford
HARRIS, WILLIAM, Well st, Hackney, late Licensed Victualler March 28 at 2.30 33, Carey st, Lincoln's inn
HARRISON, ELIJAH, Gargrave, Yorks, late Farmer March 24 at 11.30 Off Rec, 31, Manor row, Bradford
HEATH, SAMUEL, Hanley, Ironmonger March 18 at 10.45 North Stafford Hotel, Stoke upon Trent
HIGGITT, ALFRED, and WILLIAM MAISEY BLAND, Southwark Bridge rd, Iron Merchants March 25 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
HORNSBY, HARRY, Scunthorpe, Lincs, Dealer in Glass March 19 at 11 Off Rec, 3, Haven st, Gt Grimsby
IRELAND, OSMUND, East Grinstead, Sussex, Baker March 20 Spencer & Reeve, Mount Pleasant, Tunbridge Wells
JACOB, JOSEPH WILLIAM, Hackney rd, Boot Manufacturer March 25 at 11 33, Carey st, Lincoln's inn fields
KNIGHTON, WILLIAM DEVEREUX, Ivy lane, Italian Warehouseman March 26 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
MCQUINN, JOSEPH, Runcorn, Bootmaker's Manager March 21 at 12 Court House, Upper Bank st, Warrington
MEDLAND, JAMES, Devonport, Baker March 19 at 11 10, Athenæum terr, Plymouth
PRESTON, JAMES, Ilminster, Somerset, Innkeeper March 19 at 11 Off Rec, 5b, Hammet st, Taunton
PRIESTLEY, GEORGE, Manchester, Surveyor March 19 at 2.30 Off Rec, Ogden's chmbrs, Bridge st Manchester
SCOTT, WALTER, Fenchurch st, Shipbroker March 21 at 12 33, Carey st, Lincoln's inn fields
SIMPSON, ARTHUR WILLIAM CRAWFORD, Bishopsgate st, Commission Agent March 20 at 11 Bankruptcy bldgs, Lincoln's inn fields
SINGLETON, ALFRED JOHN, Clifton, Bristol, Artist's Colourman March 24 at 1 Inns of Court Hotel, Holborn
STALEY, WILLIAM AUGUSTUS STEPHEN, Fasset sqr, Dalston, Commercial Traveller March 20 at 12 Bankruptcy bldgs, Lincoln's inn fields
STOCKTON, JOHN, Kingston upon Hull, Joiner March 20 at 11 Off Rec, Trinity House lane, Hull
TYRRELL, CHARLES MACGREGOR, Bristol, Grocer March 26 at 12 Off Rec, Bank chbrs, Bristol
WALDRON, EGBERT RESTRICK, Christchurch, Mon, Baker March 21 at 12 Off Rec, 12, Tredegar pl, Newport, Mon
WEST, ROWLAND HILL, Taunton, MA March 18 at 11 Off Rec, 5B, Hammet st, Taunton
WILSON, JOHN, and JOSEPH WILSON, Batley, Yorks, Clothiers March 18 at 3 Off Rec, Bank chbrs, Batley

ADJUDICATIONS.

AKHURST, GEORGE, Southampton st, Camberwell, late Cheesemonger High Court Pet March 3 Ord March 7
ASLING, JOHN, Sibsey, Lincs, Farmer Boston Pet March 6 Ord March 6
BARBER, ELIZABETH SARAH, Cambridge, Lodging House Keeper Cambridge Pet March 7 Ord March 7
BRIGGS, HERBERT FLETCHER, Gateshead, Builder Newcastle on Tyne Pet March 7 Ord March 7
BROOKE, ALFRED, Bradford, Woolstapler Bradford Pet March 6 Ord March 6
BURMAN, GEORGE ALFRED, Brackley, Northamptonshire Grocer Banbury Pet Feb 22 Ord March 6
CHATFIELD, GEORGE, Northwood, Hanley, Innkeeper Hanley Pet March 7 Ord March 7
COLE, JAMES, Deritend, Birmingham, Engine Driver Birmingham Pet March 6 Ord March 6
DAWES, FREDERICK ROBERT, Peckham rye, Carpenter High Court Pet March 6 Ord March 6
DRUMMOND, JAMES, Petersham, Surrey, Proprietor of Hydropathic Health Resort Wandsworth Pet Feb 28 Ord March 6
FAUCHEUX, FELIX HUMANITE MARIANNE, late of Deal, Manager of Factory for the Kentish Provident Manufacturing Soc, Limited Canterbury Pet March 5 Ord March 5
FOX, CHARLES, Spitalfields, Thorpe, Norwich, Publican Norwich Pet March 7 Ord March 7
GERRIE, GEORGE, Birmingham, Draper Birmingham Pet March 6 Ord March 7
HALL, THOMAS Glanton, Northumberland, Innkeeper Newcastle on Tyne Pet Feb 12 Ord March 6
HALLEWELL, JOHN KIRBY, and JOSEPH FIELD RHODES, Bradford, Yorks, Athletic Outfitters Bradford Pet March 6 Ord March 7
HAMMOND, JOHN JAMES, Rhyl, Flints, Assistant Inspector of Nuisances Bangor Pet March 7 Ord March 7
HARRIS, FREDERICK, East Bergholt, Suffolk, Grocer Ipswich Pet Jan 24 Ord March 7
HARRISON, ELIJAH, Gargrave, Yorks, late Farmer Bradford Pet March 6 Ord March 7
HEAVEN, WALTER, Balsall Heath, King's Norton, late Manufacturer Birmingham Pet March 5 Ord March 6
HORTON, FREDERICK FRANCIS, Acocks Green, Worcs, Retired Inland Revenue Officer Birmingham Pet March 6 Ord March 7
JACKSON, EDWARD, jun, Ipswich, late Fancy Toy Dealer Ipswich Pet March 6 Ord March 6
JAMES, ELIZA, Haverfordwest, Innkeeper Pembroke Dock Pet March 7 Ord March 7
LEISK, JOHN DREVER, Tarogmorton avenue, Stock Dealer High Court Pet Jan 2 Ord March 7
LODER, JAMES, Barnstaple, Cabinet Maker's Foreman Barnstaple Pet March 8 Ord March 8
MEDLAND, JAMES, Devonport, Baker East Stonehouse Pet March 4 Ord March 8
MOORE, FREDERICK JOHN, Hastings, Grocer Hastings Pet Feb 21 Ord March 8
MUSLIN, ISRAEL, Birmingham, Tailor Birmingham Pet March 4 Ord March 7
NEAL, WALTER WILLIAM, Newfound Pool, Leicester, Builder Leicester Pet March 5 Ord March 11
PARR, GEORGE, Oadby, Leicester, Timber Merchant Leicester Pet Feb 10 Ord March 3
PEMBERTON, JOHN, Ruabon, Denbighshire, Butcher Wrexham Pet March 7 Ord March 7
PHILLIPS, JAMES, Burrard rd, Hampstead, Vellum Binder High Court Pet March 7 Ord March 7
POLYZOIDES, THEMISTOCLES ANASTASE, London st, Merchant High Court Pet Jan 28 Ord March 7
POULTER, CHARLES, Luton, Beds, Coppersmith Luton Pet March 6 Ord March 7
PRIESTLEY, GEORGE, Manchester, Surveyor Manchester Pet March 5 Ord March 5
RHODES, JOHN WILLIAM, Doncaster, Hairdresser Sheffield Pet March 6 Ord March 6
SKEGG, GEORGE, Henshaw st, Walworth, Victualler High Court Pet Feb 18 Ord March 7
STANDING, WILLIAM, Washington, Sussex, Market Gardener Brighton Pet March 8 Ord March 8
STANNERS, FRED, Berkhampstead Common, Herts, Farmer Aylesbury Pet March 4 Ord March 6
STANYER, EDWARD, Manchester, Waste Merchant Manchester Pet March 8 Ord March 8
STUTTARD, DAVID, JOHN STUTTARD, and TOM STUTTARD, Padiham, Lancs, Cotton Spinners Burnley Pet Feb 28 Ord March 4
TANNER, EDWIN CHARLES, Titchfield, Hants, Farmer Portsmouth Pet March 6 Ord March 6
TWINN, THOMAS, Cambridge, Publican Cambridge Pet March 8 Ord March 8
WALDRON, EGBERT RESTRICK Christchurch, Mon, Baker Newport, Mon Pet March 7 Ord March 7
WHEELHOUSE, TAYLOR, and JOHN HALL, Bradford, Commission Wool Combers Bradford Pet Feb 18 Ord March 7
WICKERT, JOHN GEORGE, Caledonian rd, Baker High Court Pet March 4 Ord March 7

ADJUDICATION ANNULLED.

HAYNES, JOHN FRANKLIN, Weston on the Green, Oxfordshire, Farm Bailiff Oxford Adjud Sept 21, 1889 Annul March 6

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CROUCH.—March 6, at Aylesbury, the wife of William Crouch, solicitor, of a son.

JACKSON.—March 7, at 16, Queensborough-terrace, Hyde-park, W., the wife of Lawrence Jackson, barrister-at-law, of a daughter.

MARRIAGE.

BROWN—RAVEN.—March 8, at Paris, Robert Weir Brown, LL.B., barrister-at-law, of 56, Great Marlborough-street, W., to Nellie S. Raven, daughter of the late Edward Raven.

DEATHS.

OSMOND.—Feb. 8, at Calcutta, George Osmond, solicitor of the late Supreme Court and High Court, Calcutta, aged 65.

EGLINTON.—March 9, at Upper Norwood, Henry Arkley Eglinton, Esq., of the Middle Temple, barrister-at-law, aged 60.

JENKINS.—March 10, at Burgess-hill, Sussex, George Thomas Jenkins, J.P., late a Master of the Supreme Court of Judicature, and of Middle Temple, barrister-at-law, aged 71.

LONG.—March 4, at Ipswich, Peter Bartholomew Long, solicitor, aged 84.

MONEY.—Feb. 19, at Kartairy, Coonoor, Madras Presidency, William B. Money, barrister-at-law, aged 74.

The Subscription to the SOLICITORS' JOURNAL *is*—*Town*, 26*s.*; *Country*, 28*s.*; *with the* WEEKLY REPORTER, 52*s. Payment in advance include Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth*, 2*s.* 6*d.*, *half law calf*, 5*s.* 6*d.*

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